



United States Department of the Interior

NATIONAL PARK SERVICE

Pacific West Region
1111 Jackson Street, Suite 700
Oakland, California 94607-4807



pd
4/27/06

IN REPLY REFER TO
C3823(PWR-CM)

DEC 27 2005

Andrew N. Todd
President and CEO
Xanterra Parks and Resorts, Inc.
6312 S. Fiddlers Green Circle, Suite 600 N
Greenwood Village, CO 80111

Dear Mr. Todd:

Pending the development of a prospectus for a new concession contract covering the visitor services you were currently providing Death Valley National Park under the concession contract CC-DEVA002-81, the National Park Service hereby authorizes you to continue operation of services through December 31, 2006 or until such time as a new concession contract is awarded, whichever occurs first. The terms and conditions of the concession permit remain the same, Your acceptance of continuation of operation does not affect any rights that you may have under the terms of Public Law 105-391 to the award in the new concession contract covering the current concession operation.



After making a copy of this letter for your records, please indicate your acceptance of this authorization by signing below on the acceptance line and returning the same copy to this office, attention: Anne Dubinsky.

subject,
however,
to the
terms of
Amendment
No. 5.

Sincerely,

Jonathan B. Jarvis

Jonathan B. Jarvis
Regional Director, Pacific West Region

Accepted by: *Xanterra Parks & Resorts, Inc.*

By: *Andrew N. Todd* President + CEO
Concessioner Signature and Title

2-24-06
Date

TAKE PRIDE
IN AMERICA



United States Department of the Interior

NATIONAL PARK SERVICE
1849 C Street, N.W.
Washington, D.C. 20240


IN REPLY REFER TO:

JAN 20 2006

(2410)
DEV A002

Memorandum

To: Regional Director, Pacific West Region

From: Acting Assistant Director, Business Services 

Subject: Request for Reduction of Franchise Fee, Death Valley National Park (Stovepipe Wells)

Xanterra Parks and Resorts, LLC, the concessioner at Stovepipe Wells within Death Valley National Park, has requested franchise fee relief on a number of occasions since 2003 on the basis of reduced visitation and poor earnings. It is our understanding that the Superintendent has responded with permission for reduced services during slow times but has not previously recommended franchise fee relief. As a result of recent events and the prospect of continued operation under adverse financial conditions, the Superintendent has requested that the Director approve a reduction in franchise fees.

The Stovepipe Wells operation expired in 1985, and has operated since that time on periodic extensions. A prospectus was issued in 2004 that combined the Stovepipe Wells operation with the smaller Scotty's Castle operation but no offers were received from interested parties. PricewaterhouseCoopers (PwC) has analyzed the terms of the prospective contract and has recommended a minimum franchise fee of 3.4 percent. A modified prospectus is currently in development and is expected to be issued shortly.

The current Stovepipe Wells fee consists of a 1.6 percent franchise fee and a 7 percent contribution to a special account (Reserve for Improvements to Government-owned Facilities). Taking into consideration the reduced circumstances of the operation and the PwC analysis, the Superintendent has recommended, and you have concurred, that franchise fee be reduced to 3.5 percent effective January 1, 2006.

While it is not National Park Service policy or the intent of Public Law 105-391 to reduce franchise fees because profitability has been less than that desired by the concessioner, especially outside of the contractually allowed reconsideration period, this situation is uniquely different. A new extension is to begin on January 1, 2006, which, in effect, is a new contract between the parties and an analysis by an independent group has concluded that the probable value of the authorization is considerably less than the current fee.

Based on the concessioner request to essentially modify the terms of the extension and concurrence by you and the Superintendent, we agree to the establishment of a new franchise fee requirement of 3.5 percent and the elimination of the special account contribution. We believe that this appropriately represents the probable value of the contract and will be in effect only until the execution of the new contract. In this regard, please take appropriate action to execute the attached amendment to the contract on behalf of the Director.

Please let us know if you have any questions or concerns.

Attachment

cc: Superintendent, Death Valley National Park

Anne Dubinsky, Regional Concession Chief, Pacific West Region

Robert Hyde, Finance Team Lead, WASO Concession Program

DEVA002

AMENDMENT NO. 5
CONCESSION CONTRACT NO. CC-DEVA002-81
XANTERRA PARKS AND RESORTS, INC.

THIS AGREEMENT made and entered into by and between the United States of America, by the Secretary of the Interior, and the Director of the National Park Service, through the Regional Director, Pacific West Region, (hereinafter referred to as the "Secretary") and Xanterra Parks and Resorts, Inc. a corporation organized and existing under the laws of the State of Delaware, (hereinafter referred to as the "Concessioner").

WITNESSETH

THAT WHEREAS, the Secretary entered into Concession Contract No. CC-DEVA002-81, (hereinafter referred to as the "CONTRACT"), whereby the Concessioner is authorized to provide accommodations, facilities, and services for the public within Death Valley National Park, in accordance with the CONTRACT as amended; and

WHEREAS, the amount and character of the franchise fees specified in the contract may be reconsidered;

NOW THEREFORE, the parties hereto covenant and agree to and with each other that the CONTRACT is hereby amended effective as follows:

Amend SEC. 9., Franchise Fee, as follows:

Delete subsections (1) and (2), under (a), in their entirety and substitute in lieu thereof the following:

- (1) A franchise fee equal to THREE AND ONE-HALF PERCENT (3.5%) of the Concessioners gross receipts, as herein defined, for the previous year.

Page End

IN WITNESSETH THEREOF, the parties hereto have subscribed their names. This agreement shall be effective January 1, 2006.

Executed at Oakland, California this _____ day of _____, 2005.

UNITED STATES OF AMERICA

By: _____
Jonathan B. Jarvis
Regional Director, Pacific West Region

CONCESSIONER
XANTERRA PARKS AND RESORTS, INC.

By: _____
Type Name: _____
Title: _____
Date: _____

ATTEST:

By: _____
Type Name: _____
Title: _____
Date: _____



United States Department of the Interior

NATIONAL PARK SERVICE

Pacific West Region
1111 Jackson Street, Suite 700
Oakland, California 94607-4807



IN REPLY REFER TO:
C3823(PWR-CM)

DEC 23 2004

Andrew N. Todd
Xanterra Parks and Resorts, Inc
President and CEO
6312 S. Fiddlers Green Circle
Suite 600 N
Greenwood Village, CO 80111

Dear Mr. Todd

Pending the development of a prospectus for a new concession contract covering the visitor services you were currently providing Death Valley National Park under concession contract CC-DEVA002-81, the National Park Service hereby authorizes you to continue operation of the services through December 31, 2005 or until such time as a new concession contract is awarded, whichever occurs first. The terms and conditions of the concession contract remain the same. Your acceptance of continuation of operation does not affect any rights that you may have under the terms of Public Law 105-391 to the award in the new concession contract covering the current concession operation.

After making a copy of this letter for your records, please indicate your acceptance of this authorization by signing below on the acceptance line and returning same copy to this office, Attention: Anne Dubinsky.

Sincerely,

Patricia L. Newbaker

Jonathan B. Jarvis
Regional Director, Pacific West Region

Accepted: *Xanterra Parks & Resorts, Inc.*

By:

Andrew N. Todd President & CEO
Concessioner Signature and Title

Date 1/19/05

TAKE PRIDE
IN AMERICA 

[Federal Register: February 22, 2005 (Volume 70, Number 34)]
 [Notices]
 [Page 8627]
 From the Federal Register Online via GPO Access [wais.access.gpo.gov]
 [DOCID:fr22fe05-109]

DEPARTMENT OF THE INTERIOR

National Park Service

Continuation of Visitor Services

AGENCY: National Park Service, Interior.

ACTION: Public notice.

SUMMARY: Pursuant to the terms of existing concession contracts, public notice is hereby given that the National Park Service intends to request a continuation of visitor services for a period not-to-exceed 1 year from the date of contract expiration.

SUPPLEMENTARY INFORMATION: The contracts listed below have been extended to maximum allowable under 36 CFR 51.23. Under the provisions of current concession contracts and pending the completion of the public solicitation of a prospectus for a new concession contract, the National Park Service authorizes continuation of visitor services for a period not-to-exceed 1 year under the terms and conditions of the current contract as amended. The continuation of operations does not affect any rights with respect to selection for award of a new concession contract.

CONCID	Concessioner name	Park
CABR001.....	Cabrillo Historical Association (Cabrillo National Monument Foundation.	Cabrillo NM.
DEVA001.....	Scotty's Castle.....	Death Valley NP.
DEVA002.....	Stovepipe Wells.....	Death Valley NP.
GOGA001.....	Blue and Gold Fleet, L.P..	Golden Gate NRA.
GOGA007.....	Golden Gate National Park Assn..	Golden Gate NRA.
GOGA008.....	Louis' Restaurant.....	Golden Gate NRA.
LACH003.....	Lake Chelan Recreation, Inc. (North Cascades Stehekin Lodge).	Lake Chelan NRA.
LAME001.....	Cottonwood Cove Resort	Lake Mead NRA.
LAME003.....	Lake Mead Resort.....	Lake Mead NRA.
LAME005.....	Calville Bay Resort...	Lake Mead NRA.
LAME006.....	Las Vegas Boat Harbor.	Lake Mead NRA.
LAME007.....	Lake Mohave Resort....	Lake Mead NRA.
LAME008.....	Overton Beach Marina..	Lake Mead NRA.

LAME010.....	Echo Bay Resort.....	Lake Mead NRA.
MORA001.....	Rainier Mountaineering, Inc..	Mount Rainier NP
MORA004.....	John P. Squires.....	Mount Rainier NP
MUWO001.....	Aramark Leisure Services.	Muir Woods NM.
OLYM001.....	ARAMARK Sports and Entertainment Services, Inc. (Kalaloch Lodge, Inc.).	Olympic NP.
OLYM005.....	Crescent West.....	Olympic NP.
ROLA003.....	Ross Lake Resort.....	Ross Lake NRA.
WHIS001.....	Oak Bottom Marina.....	Whiskeytown NRA.

EFFECTIVE DATE: January 2, 2005.

FOR FURTHER INFORMATION CONTACT: Jo A. Pendry, Concession Program
Manager, National Park Service, Washington, DC, 20240 Telephone, 202/
513-7156.

Dated: December 30, 2004.
Alfred J. Poole, III,
Acting Associate Director, Administration, Business Practices and
Workforce Development.
[FR Doc. 05-3332 Filed 2-18-05; 8:45 am]

BILLING CODE 4312-53-M

[Federal Register: January 9, 2004 (Volume 69, Number 6)]
 [Notices]
 [Page 1601]
 From the Federal Register Online via GPO Access [wais.access.gpo.gov]
 [DOCID:fr09ja04-94]

DEPARTMENT OF THE INTERIOR

National Park Service

Concession Contracts and Permits

AGENCY: National Park Service, Interior.

ACTION: Public notice.

SUMMARY: Pursuant to the terms of existing concession contracts, public notice is hereby given that the National Park Service intends to request a continuation of visitor services for a period not-to-exceed 1 year from the date of contract expiration.

SUPPLEMENTARY INFORMATION: The contracts listed below have been extended to maximum allowable under 36 CFR 51.23. Under the provisions of current concession contracts and pending the completion of the public solicitation of a prospectus for a new concession contract, the National Park Service authorizes continuation of visitor services for a period not-to-exceed 1 year under the terms and conditions of the current contract as amended. The continuation of operations does not affect any rights with respect to selection for award of a new concession contract.

CONCID	Concessioner name	Park
DEVA001.....	Scotty's Castle...	Death Valley NP.
DEVA002.....	Stovepipe Wells...	Death Valley NP.
GOGA008.....	Louis' Restaurant.	Golden Gate NRA.
KALA001.....	Molokai Mule Ride.	Kalaupapa NHP.
LAME002.....	Lake Mead RV Village.	Lake Mead NRA.
LAME003.....	Lake Mead Resort..	Lake Mead NRA.
LAME005.....	Calville Bay Resort.	Lake Mead NRA.
LAME006.....	Las Vegas Boat Harbor.	Lake Mead NRA.
LAME008.....	Overton Beach Marina.	Lake Mead NRA.
LAME010.....	Echo Bay Resort...	Lake Mead NRA.
MUWO001.....	Aramark Leisure Services.	Muir Woods NM.
OLYM001.....	Kalaloch Lodge....	Olympic NP.
OLYM005.....	Crescent West.....	Olympic NP.
OLYM008.....	Sol Duc Hot Springs Resort.	Olympic NP.
ROLA003.....	Ross Lake Resort..	Olympic NP.

WHIS001..... Oak Bottom Marina. Whiskeytown NRA.

EFFECTIVE DATE: January 2, 2004.

FOR FURTHER INFORMATION CONTACT: Cynthia Orlando, Concession Program
Manager, National Park Service, Washington, DC 20240, Telephone, 202/
513-7156.

Dated: December 24, 2003.

Richard G. Ring,
Associate Director, Administration, Business Practices and Workforce
Development.

[FR Doc. 04-410 Filed 1-8-04; 8:45 am]

BILLING CODE 4312-53-M

DEPARTMENT OF THE INTERIOR

National Park Service

Concession Contracts and Permits: Expiring Contracts; Extension

AGENCY: National Park Service, Interior.

ACTION: Public notice.

SUMMARY: Pursuant to the terms of existing concession contracts, public notice is hereby given that the National Park Service intends to request a continuation of visitor services until December 31, 2003, or until such time as a new contract is awarded, whichever occurs sooner.

SUPPLEMENTARY INFORMATION: The contracts listed below have been extended to the maximum allowable under 36 CFR 51.23. Under the provisions of current concession contracts and pending the development and public solicitation of a prospectus for a new concession contract, the National Park Service authorizes continuation of visitor services for a period not-to-exceed December 31, 2002, or until such time as a new contract is awarded, whichever occurs sooner, under the terms and conditions of current contracts as amended. The continuation of operations does not affect any rights with respect to selection for award of a new concession contract.

Concessioner ID No. Concessioner name Par

DEVA001..... Amfac Hotels & Resorts... Death Valley National Par
DEVA002..... Amfac Hotels & Resorts... Death Valley National Par

[[Page 78241]]

GOGA001..... Blue & Gold Fleet, LP.... Golden Gate NRA.
GOGA008..... Louis' Restaurant..... Golden Gate NRA.
LAME002..... Lakeshore Trailer Village Lake Mead NRA.
LAME003..... Seven Resorts, Inc. (Lake Lake Mead NRA.

	Mead Resort).	
LAME005.....	Forever Resorts, Inc.	Lake Mead NRA.
	(Callville Bay).	
LAME006.....	Las Vegas Boat Harbor....	Lake Mead NRA.
LAME008.....	Overton Beach Resort.....	Lake Mead NRA.
LAME010.....	Seven Resorts, Inc. (Echo	Lake Mead NRA.
	Bay Resort).	
MUWO001.....	ARAMARK Leisure.....	Muir Woods National Monum
OLYM001.....	ARAMARK Corp.....	Olympic National Park.
OLYM005.....	Crescent West, Inc.....	Olympic National Park.
OLYM008.....	Sol Duc Hot Springs.....	Olympic National Park.

EFFECTIVE DATE: January 2, 2003.

FOR FURTHER INFORMATION CONTRACT: Cynthia Orlando, Concession Program
 Manager, National Park Service, 1849 C Street, NW., (2410), Washington,
 DC, 20240, Telephone 202/513-7144.

Dated: November 26, 2002.
 Richard M. Cripe,
 Associate Director, Administration, Workforce Development and Business
 Practices.
 [FR Doc. 02-32166 Filed 12-20-02; 8:45 am]
 BILLING CODE 4310-70-M

Concessioner ID No.	Concessioner name	Park
GOGA007	Golden Gate National Park Associa	
NAVO002	Hawaii Natural History Association	National Park
KALA001	Molokai Mule Ride, Inc	al Historical Park
LABE001	Lava Beds Natural History Association	Lava Beds National Monument
LACH002	The House That Jack Built	North Cascades National Park
LACH004	McGregor Mountain Outdoor Supply	North Cascades National Park
MORA001	Rainier Mountaineering, Inc	Mount Rainier
OLYM047	Allen Rancourt	Olympic National Park
OLYM064	Edward Rutherford	Olympic National Park
OLYM006	Hurricane Ridge Winter Sports Club	Olympic National Park
PWRO001	SW Parks and Monuments Association	Pacific West Regional Office
ROLA003	Ross Lake Resort, Inc	Ross Lake NRA
SEKI001	Timothy B. and Patty Lovern	Sequoia-Kings Canyon National Parks
SEKI005	Mineral King Pack Station	Sequoia-Kings Canyon National Parks
USAR002	Arizona Memorial Museum Association	USS Arizona Memorial
WHIS001	Oak Bottom Marina	Whiskeytown-Shasta-Trinity NRA

EFFECTIVE DATE: January 2, 2003.

FOR FURTHER INFORMATION CONTACT:

Cynthia Orlando, Concession Program
Manager, National Park Service, 1849 C
Street, NW., (2410), Washington, DC,
20240, Telephone 202/513-7144.

Dated: November 26, 2002.

Richard M. Cripe,

Associate Director, Administration,
Workforce Development and Business
Practices.

[FR Doc. 02-32164 Filed 12-20-02; 8:45 am]

BILLING CODE 4310-70-M

DEPARTMENT OF THE INTERIOR

National Park Service

Concession Contracts and Permits:
Expiring Contracts; Extension

AGENCY: National Park Service, Interior.

ACTION: Public notice.

SUMMARY: Pursuant to the terms of
existing concession contracts, public
notice is hereby given that the National
Park Service intends to request a
continuation of visitor services for the
following expiring concession contracts
for a period of up to 2 years, or until
such time as a new contract is awarded,
whichever occurs sooner.

SUPPLEMENTARY INFORMATION: The

contracts listed below have been
extended to the maximum allowable
under 36 CFR 51.23. Under the
provisions of current concession
contracts and pending the development
and public solicitation of a prospectus
for a new concession contract, the
National Park Service authorizes
continuation of visitor services for a
period not-to-exceed 2 years, or until
such time as a new contract is awarded,
whichever occurs sooner, under the
terms and conditions of current
contracts as amended. The continuation
of operations does not affect any rights
with respect to selection for award of a
new concession contract.

Concessional ID No.	Concessioner name	Park
LAME001	Forever Resorts, Inc. (Cottonwood Cove)	Lake Mead NRA.
LACH003	North Cascades Stehekin Lodge	North Cascades National Park Complex.

EFFECTIVE DATE: January 2, 2003.

FOR FURTHER INFORMATION CONTACT:

Cynthia Orlando, Concession Program
Manager, National Park Service, 1849 C
Street, NW. (2410), Washington, DC
20240, Telephone 202/513-7144.

Dated: November 26, 2002.

Richard M. Cripe,

Acting Associate Director, Administration,
Workforce Development and Business
Practices.

[FR Doc. 02-32165 Filed 12-20-02; 8:45 am]

BILLING CODE 4310-70-M

DEPARTMENT OF THE INTERIOR

National Park Service

Concession Contracts and Permits:
Expiring Contracts; Extension

AGENCY: National Park Service, Interior.

ACTION: Public notice.

SUMMARY: Pursuant to the terms of
existing concession contracts, public
notice is hereby given that the National
Park Service intends to request a
continuation of visitor services until
December 31, 2003, or until such time
as a new contract is awarded, whichever
occurs sooner.

SUPPLEMENTARY INFORMATION: The
contracts listed below have been

extended to the maximum allowable
under 36 CFR 51.23. Under the
provisions of current concession
contracts and pending the development
and public solicitation of a prospectus
for a new concession contract, the
National Park Service authorizes
continuation of visitor services for a
period not-to-exceed December 31,
2002, or until such time as a new
contract is awarded, whichever occurs
sooner, under the terms and conditions
of current contracts as amended. The
continuation of operations does not
affect any rights with respect to
selection for award of a new concession
contract.

Concessioner ID No.	Concessioner name	Park
DEVA001	Amfac Hotels & Resorts	Death Valley National Park.
DEVA002	Amfac Hotels & Resorts	Death Valley National Park.

Concessioner ID No.	Concessioner name	Park
—GOGA001	Blue & Gold Fleet, LP	Golden Gate NRA.
—GOGA008	Louis' Restaurant	Golden Gate NRA.
—LAME002	Lakeshore Trailer Village	Lake Mead NRA.
—LAME003	Seven Resorts, Inc. (Lake Mead Resort)	Lake Mead NRA.
—LAME005	Forever Resorts, Inc. (Callville Bay)	Lake Mead NRA.
—LAME006	Las Vegas Boat Harbor	Lake Mead NRA.
—LAME008	Overton Beach Resort	Lake Mead NRA.
—LAME010	Seven Resorts, Inc. (Echo Bay Resort)	Lake Mead NRA.
—MUWO001	ARAMARK Leisure	Muir Woods National Monu- ment.
—OLYM001	ARAMARK Corp.	Olympic National Park.
—OLYM005	Crescent West, Inc.	Olympic National Park.
—OLYM008	Sol Duc Hot Springs	Olympic National Park.

EFFECTIVE DATE: January 2, 2003.

FOR FURTHER INFORMATION CONTACT:
Cynthia Orlando, Concession Program
Manager, National Park Service, 1849 C
Street, NW., (2410), Washington, DC,
20240, Telephone 202/513-7144.

Dated: November 26, 2002.

Richard M. Cripe,
*Associate Director, Administration,
Workforce Development and Business
Practices.*
[FR Doc. 02-32166 Filed 12-20-02; 8:45 am]
BILLING CODE 4310-70-M

DEPARTMENT OF THE INTERIOR

National Park Service

Concession Contracts and Permits: Expiring Contracts; Extension

AGENCY: National Park Service, Interior.
ACTION: Public notice.

SUMMARY: Pursuant to 36 CFR 51.23,
notice is hereby given that the National
Park Service intends to extend the
following expiring concession contract
for a period of up to 3 years, or until
such time as a new contract is awarded,
whichever occurs sooner.

SUPPLEMENTARY INFORMATION: The
concession authorization expires on its

terms in 2002. The National Park
Service has determined that the
proposed 3-year extension is necessary
in order to avoid interruption of visitor
services and has taken all reasonable
and appropriate steps to consider
alternatives to avoid such interruption.
This extension will allow the National
Park Service to complete a Commercial
Services Plan for a new and expanded
concession development, and to
develop a prospectus leading to
competitive selection for a new long-
term concession contract that will be
consistent with the to-be-determined
decisions of the Commercial Services
Plan.

Concessioner ID No.	Concessioner name	Park
—LAVO001	California Guest Services, Inc.	Lassen Volcanic National Park.

EFFECTIVE DATE: January 2, 2003.

FOR FURTHER INFORMATION CONTACT:
Cynthia Orlando, Concession Program
Manager, National Park Service, 1849 C
Street, NW., (2410), Washington, DC
20240, Telephone 202/513-7144.

Dated: November 26, 2002.

Richard M. Cripe,
*Associate Director, Administration,
Workforce Development and Business
Practices.*
[FR Doc. 02-32167 Filed 12-20-02; 8:45 am]
BILLING CODE 4310-70-M

DEPARTMENT OF THE INTERIOR

National Park Service

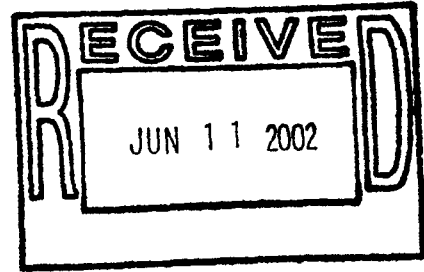
Concession Contracts and Permits; Expiring Contracts; Extension

AGENCY: National Park Service, Interior.
ACTION: Public notice.

SUMMARY: Pursuant to 36 CFR 51.23,
notice is hereby given that the National
Park Service intends to extend the
following expiring concession contracts
for a period of up to 2 years, or until
such time as a new contract is awarded,
whichever occurs sooner.

SUPPLEMENTARY INFORMATION: All of the
listed concession authorizations will
expire on December 31, 2002. The
National Park Service has determined
that the proposed short-term extensions
are necessary in order to avoid
interruption of visitor services and has
taken all reasonable and appropriate
steps to consider alternatives to avoid
such interruption. These extensions will
allow the National Park Service to
develop prospectuses leading to the
competitive selection of concessioners
for new long-term concession contracts
covering these operations.

Concessioner ID No.	Concessioner name	Park
—LAME007	Lake Mohave Resort	Lake Mead NRA.
—LAME009	Temple Bar Resort	Lake Mead NRA.



C3823(2410)

JUN - 6 2002

Mr. Andrew N. Todd
President & CEO
Xanterra Parks and Resorts
14001 East Iliff Avenue
Suite 600
Aurora, Colorado 80014

Dear Mr. Todd:

Thank you for your letter of May 8, 2002, and follow-up concerning the identification of the ultimate parent corporation, Pacific Trail Holdings, LLC, as well as the parent corporations Xanterra Holding Corporation and Xanterra Inc.

Our review of the certificate of name changes indicates the following:

1. Amfac Holdco, LLC to Pacific Trail Holdings, LLC
2. APR Newco, Inc. to Xanterra Holding Corporation
3. Amfac Parks and Resorts, Inc. to Xanterra, Inc.
4. Amfac Recreational Services, Inc. Xanterra Parks and Resorts, Inc.
5. Amfac Resorts, LLC to Xanterra Parks and Resorts, LLC

Xanterra Parks and Resorts, Inc., will be the National Park Service Concessioner of Record for the following:

1. Bryce Canyon NP
2. Crater Lake NP
3. Everglades NP
4. Grand Canyon NP - North Rim
5. Mt. Rushmore NM
6. Death Valley NP - Scotty's Castle
7. Yellowstone NP
8. Zion NP

Xanterra Parks and Resorts, LLC, will be the National Park Service Concessioner of Record for the following:

1. Grand Canyon NP - South Rim
2. Petrified Forest NP
3. Death Valley NP - Stovepipe Wells

We understand you are working on a refinancing transaction and, in compliance with 36 CFR Part 51, will be submitting it for review. We look forward to working with you on this action as well.

Sincerely,
(Sgd.) Fran P. Mainella

Fran P. Mainella
Director

bcc: MWRO - Poole
SERO - Benedetti
IMRO - Jennings
PWRO - Sisto
SOL-Barkin
YELL-Good
CPC-O'mary

FNP:O'Mary/Corlando:eds:565-1212:5/30/02:h:\XANTERRA

DEPARTMENT OF THE INTERIOR

National Park Service

Concession Contracts and Permits: Extension of Expiring Contracts
for Up to One Year

AGENCY: National Park Service, Interior.

ACTION: Public notice.

[[Page 67301]]

SUMMARY: Pursuant to terms of existing concession contracts, public notice is hereby given that the National Park Service intends to request a continuation of visitor services for a period not-to-exceed one year from the date of contract expiration.

SUPPLEMENTARY INFORMATION: All contracts listed below have been extended to the maximum allowable under 36 CFR 51.23. Under the provisions of current concession contracts and pending the development and public solicitation of a prospectus for a new concession contract, the National Park Service authorizes continuation of visitor services for a period not-to-exceed one year under the terms and conditions of current contracts as amended. The continuation of operations does not affect any rights with respect to selection for execution of a new concession contract.

Concessioner Id No.	Concessioner name	Park
ACAD001.....	The Acadia Corporation.	Acadia National Park.
AMIS002.....	Lake Amistad Resort....	Amistad National Recreation Area.
BISO002.....	Eastern National.....	Big South Fork National Recreation Area.
AMIS003.....	Rough Canyon Marina....	Amistad National Recreation Area.
BLRI001.....	Southern Highland Guild	Blue Ridge Parkway.
BLRI002.....	Northwest Trading Post.	Blue Ridge Parkway.
BLRI009.....	Parkway Inn, Inc.....	Blue Ridge Parkway.
CACA001.....	The Cavern Supply Co...	Carlsbad Caverns National Park.
CACO003.....	Town of Truro.....	Cape Cod National Seashore.
CACO004.....	Charles W. Silva.....	Cape Cod National Seashore.
CAHA003.....	Hatteras Island Hotel..	Cape Hatteras National Seashore.
CHOH001.....	Fletcher's Boat House..	Chesapeake & Ohio Canal National

CUIS001.....	Lang Seafood, Inc.....	Historic Park. Cumberland Island National Seashore.
CURE001.....	Elk Creek Marina, Inc..	Curecanti National Recreation Area.
DEVA001.....	Amfac Hotels & Resorts.	Death Valley National Park.
DEVA002.....	Amfac Hotels & Resorts.	Death Valley National Park.
EVER001.....	TW Recreational Services.	Everglades National Park.
EVER002.....	Everglades Boat Company	Everglades National Park.
FIIS001.....	Howard T. Rose.....	Fire Island National Seashore.
FIIS004.....	Davis Park Ferry.....	Fire Island National Seashore.
GATE001.....	Jamaica Bay Riding Co..	Gateway National Recreation Area.
GATE002.....	Shields and Dean.....	Gateway National Recreation Area.
GATE013.....	Shields and Dean.....	Gateway National Recreation Area.
GLAC001.....	Glacier Park Boat Co...	Glacier National Park.
GLCA001.....	Aramark (Wilderness River Adv).	Glen Canyon National Recreation Area.
GLCA003.....	Aramark (Wahweap Lodge)	Glen Canyon National Recreation Area.
GOGA001.....	Blue & Gold Fleet, LP..	Golden Gate National Recreation Area.
GOGA002.....	Council of American Youth Hostels (Fort Mason).	Golden Gate National Recreation Area.
GOGA003.....	Council of American Youth Hostels (Fort Barry).	Golden Gate National Recreation Area.
GOGA008.....	Louis' Restaurant.....	Golden Gate National Recreation Area.
GRCA001.....	Amfac Hotels and Resorts.	Grand Canyon National Park.
GRCA004.....	Grand Canyon Trail Rides Verkamps, Inc.	Grand Canyon National Park.
GRCA005.....	Grand Canyon Trail Rides Verkamps, Inc.	Grand Canyon National Park.
GRSM002.....	LeConte Lodge LP.....	Great Smoky Mountains National Park.
GRTE009.....	Exum Mountain Guides...	Grand Teton National Park.
GWMP003.....	Belle Haven Marina.....	George Washington Memorial Parkway.
HOSP004.....	Libbey Memorial.....	Hot Springs National Park.
LAME002.....	Lakeshore Trailer Village.	Lake Mead National Recreation Area.
LAME003.....	Seven Resorts, Inc. (Lake Mead Resort).	Lake Mead National Recreation Area.
LAME006.....	Las Vegas Boat Harbor..	Lake Mead National Recreation Area.
LAME008.....	Overton Beach Resort...	Lake Mead National Recreation Area.
LAME010.....	Seven Resorts, Inc. (Echo Bay Resort).	Lake Mead National Recreation Area.
LAMR002.....	Marina at Lake Meredith	Lake Meredith National

		Recreation Area.
MACA001.....	Miss Green River Boat..	Mammoth Cave National Park.
MUWO001.....	ARAMARK Leisure Services, Inc.	Muir Woods National Monument.
NACE003.....	Buzzard's Point Boatyard.	National Capital Parks East.
OLYM001.....	ARAMARK Corp.....	Olympic National Park.
OLYM005.....	Crescent West, Inc.....	Olympic National Park.
OLYM008.....	Sol Duc Hot Springs....	Olympic National Park.
OZAR001.....	Alley Spring Canoe.....	Ozark National Scenic Riverway.
OZAR012.....	Aker's Canoe Rental....	Ozark National Scenic Riverway.
PAIS001.....	Padre Island Park Co...	Padre Island National Seashore.
PEFO001.....	Amfac Hotel & Resorts..	Petrified Forest National Park.
PRWI001.....	Prince William Travel Trailer Village.	Prince William Forest Park.
ROCR003.....	Golf Course Specialists	Rock Creek National Park.
ROMO001.....	Rex and Ruth Maughan (Trail Ridge Store).	Rocky Mountain National Park.
ROMO002.....	Hi Country Stables.....	Rocky Mountain National Park.
SERO.....	Eastern National.....	Southeast Regional Offices.
TICA001.....	Carl and Betsy Wagner..	Timpanogos Cave National Monument.
VIIS001.....	Caneel Bay, Inc.....	Virgin Islands National Park.
VIIS008.....	Caneel Bay, Inc.....	Virgin Islands National Park.
WHIS001.....	Oak Bottom Marina.....	Whiskeytown National Park.
YELL002.....	Hamilton Stores, Inc...	Yellowstone National Park.

[[Page 67302]]

ZION001..... Bryce/Zion Trail Rides. Zion National Park.

EFFECTIVE DATE: January 2, 2002.

FOR FURTHER INFORMATION CONTACT: Cynthia Orlando, Concession Program Manager, National Park Service, Washington, DC, 20240, Telephone 202/565-1210.

Dated: November 28, 2001.
 Richard G. Ring,
 Associate Director, Park Operations and Education.
 [FR Doc. 01-31892 Filed 12-27-01; 8:45 am]
 BILLING CODE 4310-70-M

DEPARTMENT OF THE INTERIOR

National Park Service

Extension of Expiring Contracts Up to One Year

AGENCY: National Park Service, Interior.

ACTION: Public notice.

SUMMARY: Pursuant to 36 CFR 51.23, public notice is hereby given that the National Park Service proposes to extend the following expiring concession contracts for a period of up to one year.

Concessioner identification No.	Concessioner name	Park
ANIA903.....	Katmai Guide Service.	Aniakchak National Monument and Preserve
ANIA904.....	King Guiding Service.	Aniakchak National Monument and Preserve
ANIA906.....	Cinder River Lodge...	Aniakchak National Monument and Preserve
ACAD001.....	The Acadia Corp.....	Acadia National Park
AMIS002.....	Lake Amistad Resort & Marina.	Amistad National Recreation Area
AMIS003.....	Rough Canyon Marina, 1144.	Amistad National Recreation Area
BADL001.....	Oglala Sioux Tribe (Cedar Pass Lodge).	Badlands National Park
BAND001.....	Bandelier Trading, Inc..	Bandelier National Monument
BEOL001.....	Bent's Old Fort Historical Assn..	Bent's Old Fort National Historic Site
BICA003.....	Horseshoe Bend Marina	Bighorn Canyon National Recreation Area
BICA007.....	Lucon Corp.....	Bighorn Canyon National Recreation Area
BISC002.....	Biscayne National Underwater Park Co.	Biscayne National Park
BISO001.....	LeConte Lodge Limited Partnership.	Big South Fork National Recreation Area
BLCA001.....	Rim House.....	Black Canyon of the Gunnison National

DENA009.....	Fantasy Ridge Alpinism, Inc..	and Preserve Denali National Park and Preserve
DENA010.....	American Alpine Institute.	Denali National Park and Preserve
DENA011.....	National Outdoor Leadership School.	Denali National Park and Preserve
DENA013.....	Wallace and Jerryne Cole (Camp Denali and North Face Lodge).	Denali National Park and Preserve
DENA015.....	Kantishna Roadhouse Company.	Denali National Park and Preserve
DENA016.....	Denali Backcountry Lodge, Inc..	Denali National Park and Preserve
DENA901.....	Alaska Remote Guide Service.	Denali National Park and Preserve
DENA904.....	Kichatna Guide Service.	Denali National Park and Preserve
DEVA001.....	Amfac Hotels & Resorts, Inc..	Death Valley National Monument
DEVA002.....	Amfac Hotels & Resorts, Inc..	Death Valley National Monument

[[Page 75297]]

DEWA002.....	Dingman's Campground.	Delaware Water Gap National Recreation Area
DINO010.....	Faron & Wayne Wilkins	Dinosaur National Monument
EVER002.....	Everglades National Park Boat Tours, Inc.	Everglades National Park
FIIS001.....	Howard T. Rose.....	Fire Island National Seashore
FIIS004.....	Davis Park Ferry.....	Fire Island National Seashore
FOMC001.....	Evelyn Hill, Inc.....	Fort McHenry National Monument and Historic Site
GAAR001.....	Richard Guthrie, Reg. Guide.	Gates of the Arctic National Park and Preserve
GAAR002.....	Highlander Guide Service.	Gates of the Arctic National Park and Preserve
GATE001.....	Jamaica Bay Riding Academy.	Gateway National Recreation Area
GATE002.....	Shields & Dean (Jamaica Bay).	Gateway National Recreation Area
GATE005.....	Beverly Parking, Inc.	Gateway National Recreation Area
GATE013.....	Shields & Dean (Riis Park).	Gateway National Recreation Area
GETT001.....	Gettysburg Tours, Inc..	Gettysburg National Military Park
GLAC001.....	Glacier Park Boat Company, Inc..	Glacier National Park
GLAC003.....	Mule Shoe Outfitters, Inc..	Glacier National Park
GLAC004.....	Glacier Wilderness Guides (Interim).	Glacier National Park

Amendment No. 4
CC-DEVA002-81
Page 1 of 2

AMENDMENT NO. 4
CONCESSION CONTRACT NO. CC-DEVA002-81
ArFAac PARKS & RESORTS
dba
FRED HARVEY

OK
RHM 11/1/96

The Amendment No. 4 to United States Department of the Interior, National Park Service, Concession Contract No. CC-DEVA002-81 ("Amendment No.4") is made and entered into by and between the United States of America, acting in this matter by the Secretary of the Interior, through the Director of the National Park Service, hereinafter referred to as the Secretary, and ArFAac Parks & Resorts, a corporation organized and existing under the laws of the State of Delaware, hereinafter referred to as the Concessioner.

WITNESSETH

THAT WHEREAS, the Secretary and the Concessioner are parties to United States Department of the Interior, National Park Service Concession No. CC-DEVA002-81 (CONTRACT), (formerly CC-8073-1-0003), which became effective on May 27, 1981, pursuant to which the Concessioner is authorized to provide facilities and services for the public within Death Valley National Park, hereinafter referred to as Area, in accordance with the CONTRACT as amended; and

WHEREAS, the Secretary and the Concessioner have mutually agreed that it is in the best interest of the public that the services be continued; and

WHEREAS, pursuant to the 36 C.F.R. 51.5, public notice has been published in the Commerce Business Daily and in the Federal Register on October 24, 1996, of the Secretary's intention to make this amendment; and

WHEREAS, this CONTRACT was continued through December 31, 1996, and the Secretary finds it necessary to extend this CONTRACT for a period of time to finalize the Area's planning and development documents;

NOW THEREFORE, in consideration of the promises, covenants and agreements made herein, and other good and valuable consideration, the parties agree that the CONTRACT is hereby amended as follows:

1. Amend Section 1, Term of Contract, as follows:

(a) DELETE Subsection 1(a) in its entirety and substitute in lieu thereof the following:

(a) This CONTRACT shall be extended for the term of TWO (2) years from January 1, 1997 through December 31, 1998, or until the execution of a

*** Death Valley National Park ***
**** Pacific West Field Area - National Park Service ****

Amendment No. 4
CC-DEVA002 81
Page 2 of 2

new contract, whichever occurs first, except as it may be terminated as herein provided under the CONTRACT, as amended.

2. Amend Section 9. Franchise Fee, as follows:

(a) Add the following: subsection (e)(2) to read as:

(e)(2) If an execution of a new contract does not take place at the end of the extended TWO (2) year period, immediately following December 31, 1988, the amount and character of the franchise fee and/or fee's as described in the Section 9 of the CONTRACT, as amended may be reconsidered by the Secretary.

The CONTRACT is amended in the above particulars only and all other provisions of the CONTRACT remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunder subscribed their names.

Executed at San Francisco, California this _____ day of, _____, 1996.

NATIONAL PARK SERVICE

By: _____

Stanley T. Albright
Field Director, Pacific West Area

CONCESSIONER

AtFac Parks & Resorts

ATTEST:

By: _____
Typed Name: Andrew N. Todd

Title: President/CEO

Date: _____

By: _____
Typed Name: _____

Title: _____

Date: _____

*** Death Valley National Park ***
**** Pacific West Field Area - National Park Service ****



IN REPLY REFER TO:

United States Department of the Interior

NATIONAL PARK SERVICE
Pacific West Field Area
Pacific Great Basin System Support Office
600 Harrison Street, Suite 600
San Francisco, California 94107-1372

Noncession
waso-2410

INTERIM LETTER OF AUTHORIZATION

C3823(PGS0-OC)

September 30, 1996

Mr. Andrew N. Todd
President/CEO
AmFac Parks & Resorts
14001 East Iliff Avenue, Suite 600
Aurora, Colorado 80014

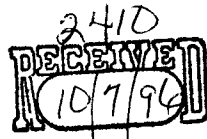
Dear Mr. Todd:

This Interim Letter of Authorization is to assure the continuation of the services and facilities being offered at Death Valley National Park under Concession Contract No. CC-DEVA002-81, entered into between the National Park Service and your corporation.

It is our intention to conduct a contract process that will result in the continuation of services that your corporation presently is authorized to operate.

Since it is mutually agreed that the services and facilities should be maintained and available in order to meet visitor needs this letter shall, upon acceptance by you as evidenced by your execution hereof, constitute authorization to continue services and operations pursuant to the terms and conditions set forth in Concession Contract No. CC-DEVA002-81 as amended.

This authorization, which is effective January 1, 1996, shall terminate on December 31, 1996, or upon the execution of a new contractual document on behalf of the National Park Service, whichever occurs first, except it may be terminated at an earlier date in accordance with the terms of Concession Contract No. CC-DEVA002-81.



Please have a duly authorized official indicate your corporation's acceptance by execution and attestation of two copies of this letter. Please return two copies with the requested signatures to our office. The third copy is provided for your records. Upon receipt, we will execute the final signature of approval and furnish you with a copy.

Sincerely,

Patricia A. Neubacher

ST

Stanley T. Albright
Field Director, Pacific West Area

Enclosures (2)

AmFac Parks & Resorts

ATTEST:

BY: _____
Mr. Andrew N. Todd

BY: _____

TITLE: _____
President/CEO

TITLE: _____

DATE: _____

DATE: _____

Accepted this _____ day of _____, 19____.

BY: _____
Stanley T. Albright
Field Director, Pacific West Area



United States Department of the Interior

NATIONAL PARK SERVICE

Western Region
600 Harrison Street, Suite 600
San Francisco, California 94107-1372

IN REPLY REFER TO:

INTERIM LETTER OF AUTHORIZATION

C3823(WR-OC)

December 22, 1994

Mr. Andrew N. Todd
President/CEO
Amfac Resorts, Inc.
5200 East Cortland Boulevard, Suite A-16
Flagstaff, Arizona 86004

Dear Mr. Todd:

This Interim Letter of Authorization is to assure the continuation of the services and facilities being offered at Death Valley National Park under Concession Contract No. CC-DEVA002-81, entered into between the National Park Service and your corporation.

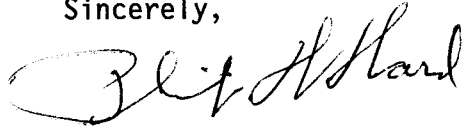
It is our intention to conduct a contract process that will result in the continuation of services that your corporation presently is authorized to operate.

Since it is mutually agreed that the services and facilities should be maintained and available in order to meet the visitor needs, this letter shall, upon acceptance by you as evidenced by your execution hereof, constitute authorization to continue services and operations pursuant to the terms and conditions set forth in Concession Contract No. CC-DEVA002-81 as amended.

This authorization, which is effective January 1, 1995, shall terminate on December 31, 1995, or upon the execution of a new contractual document on behalf of the National Park Service, whichever occurs first, except as it may be terminated at an earlier date in accordance with the terms of Concession Contract No. CC-DEVA002-81.

Please have a duly authorized official indicate your corporation's acceptance by execution and attestation of two copies of this letter. Please return two copies with the requested signatures to our office. The third copy is provided for your records. Upon receipt we will execute the final signature of approval and furnish you with a copy.

Sincerely,



for Stanley T. Albright
Regional Director, Western Region

Enclosures (2)

Amfac Resorts, Inc.

ATTEST:

BY: Andrew N. Todd
Mr. Andrew N. Todd

BY: Nereca L. Wayne

TITLE: President/CEO

TITLE: Executive Secretary

DATE: January 11, 1995

DATE: January 11, 1995

Accepted this 25th day of January, 1995.

BY: Stanley T. Albright
for Stanley T. Albright
Regional Director, Western Region

AMENDMENT NO. 3
CONCESSION CONTRACT NO. CC-DEVA002-81
AMFAC HOTELS AND RESORTS, INC.
DBA
FRED HARVEY
DEATH VALLEY NATIONAL PARK
STOVEPIPE WELLS
AMFAC RESORTS, INC.

THIS AGREEMENT made and entered into by and between the United States of America, acting in this behalf by the Secretary of the Interior, through the Director of the National Park Service, hereinafter referred to as the "Secretary", and Amfac Resorts, Inc., a corporation organized and existing under the laws of the State of Delaware, hereinafter referred to as the "Concessioner":

W I T N E S S E T H

THAT WHEREAS, the Secretary entered into Concession Contract No. CC-DEVA002-81 (formerly CC-8073-1-0003) on May 27, 1981 whereby the Concessioner is authorized to provide accommodations, facilities and services for the public within Death Valley National Park (Area); and

WHEREAS, The Secretary has determined, and the Concessioner has agreed, that in addition to the automobile fuel operations already authorized that the addition of aviation fuel service is appropriate to both the Area and visitors; and

WHEREAS, the Operation Plan and Maintenance Agreement will be modified to reflect the appropriate requirements for this service; and

WHEREAS, the Concessioner and the Secretary have agreed to amend this contract:

NOW, THEREFORE, the parties hereto covenant and agree to and with each other that the Concession Contract CC-DEVA002-81 is hereby amended as follows:

1. Amend Subsection 2(a)(7) by adding:
"7. Aviation fuel service at Furnace Creek location. The Concessioner may be released from the requirement to operate this service by providing the Area Superintendent with a written NINETY (90) day notice of its intention to discontinue the service."
2. Redesignate Subsection 2(a)(7) as Subsection 2(a)(8).

IN WITNESS WHEREOF, the parties hereto have subscribed their names.

Executed in triplicate, at Washington, District of Columbia, this 14th day of MARCH, 1994.5

AMFAC RESORTS, INC.

BY: Andrew N. Todd
Andrew N. Todd
President/CEO

UNITED STATES OF AMERICA

BY: Roger G. Kennedy
Roger G. Kennedy
Director
National Park Service

ATTEST:

BY: Elaine Brown

(Type name) Elaine Brown

TITLE: Executive Secretary

DATE: March 14, 1995



IN REPLY REFER TO:

United States Department of the Interior

NATIONAL PARK SERVICE

Western Region

600 Harrison Street, Suite 600

San Francisco, California 94107-1372

INTERIM LETTER OF AUTHORIZATION

C3823(WR-OC)

July 21, 1994

Mr. Richard A. Naille, II
President
Amfac Resorts, Inc.
5200 East Cortland Boulevard, Suite A-16
Flagstaff, Arizona 86004

Dear Mr. Naille:

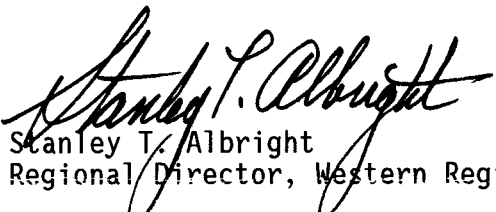
This Interim Letter of Authorization is to authorize the continuation of Concession Contract No. CC-DEVA002-81, entered into between the National Park Service and your company for services being offered within Death Valley National Monument. It is our intention to conduct a contract process that will result in the continuation of services that your company presently is authorized to operate.

In order to continue meeting visitor needs this letter shall, upon acceptance by you as evidenced by your execution hereof, constitute authorization to continue services and operations pursuant to Concession Contract No. CC-DEVA002-81.

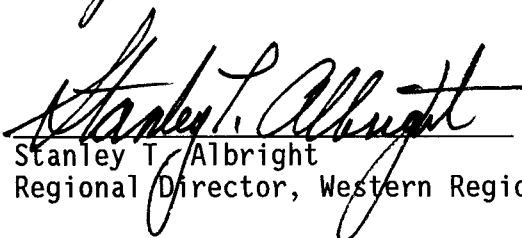
This authorization, which is effective January 1, 1994, shall terminate on December 31, 1994, or upon the execution of a new contractual document on behalf of the National Park Service, whichever occurs first, except as it may be terminated at an earlier date in accordance with the terms of Concession Contract No. CC-DEVA002-81.

Please have a duly authorized official indicate your company's acceptance by execution and attestation of two copies of this letter. Please return two copies with the requested signatures to our office. The third copy is provided for your records. Upon receipt we will execute the final signature of approval and furnish you with a copy.

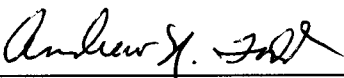
Sincerely,


Stanley T. Albright
Regional Director, Western Region
Enclosures (2)

Accepted this 9th day of August, 1994.

BY: 
Stanley T. Albright
Regional Director, Western Region

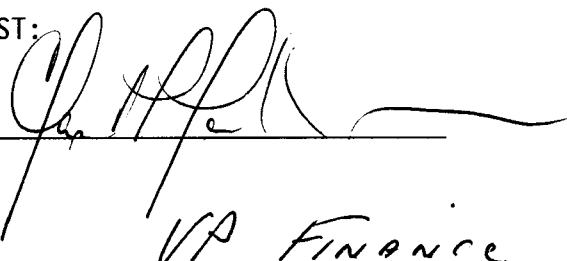
Amfac Resorts, Inc.

BY: 
Mr. ~~Richard A. Naille, II~~
Andrew N. Todd

TITLE: President

DATE: August 5, 1994

ATTEST:

BY: 
VP Finance

TITLE: VP Finance

DATE: 8/5/94



IN REPLY REFER TO:

United States Department of the Interior

NATIONAL PARK SERVICE

Western Region

600 Harrison Street, Suite 600

San Francisco, California 94107-1372

TAKE
PRIDE IN
AMERICA

INTERIM LETTER OF AUTHORIZATION

C3823(WR-OC)

December 11, 1991

Mr. Richard A. Naille, II
President
Amfac Resorts, Inc.
5200 East Cortland Boulevard, Suite A-16
Flagstaff, AZ 86004

Dear Mr. Naille:

The processing of Concession Contracts has been restricted pending the results of the Secretary's Concession Initiative. We find it necessary to issue an Interim Letter of Authorization in order to assure continuation of the services being offered at Death Valley National Monument under Concession Contract No. CC-DEVA002-81.

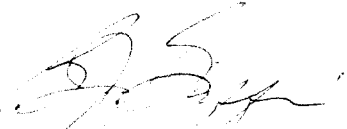
Since it is mutually agreed that the services and facilities should be maintained and be available to the visitors, this letter shall, constitute authorization to continue services and operations pending the final results of the Secretary's Concession Initiative. The operations and services rendered during the term provided for herein shall be pursuant to the terms and conditions set forth in Concession Contract No. CC-DEVA002-81 as amended.

Alterations of facilities and services, other than as authorized in Concession Contract No. CC-DEVA002-81 as amended, are not authorized by this Letter of Authorization.

This Interim Authorization shall terminate on December 31, 1992, or upon execution of a new contract, whichever occurs first. In the event a new contract is not executed by December 31, 1992, additional action may be taken to continue services for a reasonable time.

Please indicate your acceptance of the interim operating authority by having two of the enclosed copies of this letter executed by a duly authorized official, along with the additional required signature. Return two copies to our office with all the required signatures and retain a copy for your records.

Sincerely,


Stanley T. Albright
Regional Director, Western Region

Enclosures (2)

Accepted this 16th day of December, 1991.

Amfac Resorts, Inc.

BY: 

Mr. Richard A. Naille, II

TITLE: President

Date: 12/16/91

ATTEST:

BY: 

TITLE: VICE PRESIDENT OF FINANCE



IN REPLY REFER TO:

United States Department of the Interior

NATIONAL PARK SERVICE

WESTERN REGION

450 GOLDEN GATE AVENUE, BOX 36063
SAN FRANCISCO, CALIFORNIA 94102

INTERIM LETTER OF AUTHORIZATION

C3823(WR-OC)

November 9, 1990

Mr. Jim Hafner
General Manager
Fred Harvey Operations
Furnace Creek Ranch and Resort
Death Valley, CA 92328

Dear Mr. Hafner:

The processing of Concession Contracts is suspended pending the results of the Secretary's Concession Initiative. We find it necessary to issue an Interim Letter of Authorization in order to assure continuation of the services being offered under Concession Contract No. CC-DEVA002-81.

Since it is mutually agreed that the services and facilities should be maintained and be available to the visitors, this letter shall, constitute authorization to continue services and operations, pending the final results of the Secretary's Concession Initiative. The operations and services rendered during the term provided for herein shall be pursuant to the terms and conditions set forth in Concession Contract No. CC-DEVA002-81 as amended.

Alterations of facilities and services, other than as authorized in Concession Contract No. CC-DEVA002-81 as amended, are not authorized by this Letter of Authorization.

This Interim Authorization shall terminate on December 31, 1991, or upon execution of a new contract, whichever occurs first. In the event a new contract is not executed by December 31, 1991, this Letter of Authorization may be extended for a reasonable time.

WESTERN REGIONAL
OFFICE

DEC 3'90

Reg. Dir.	
Dep. Reg. Dir.	
ARD, Operations	
ARD, Res. Mgmt.	
ARD, Admin.	
Opns. Eval.	
Public Affairs	
SEO	
Budget	
Personnel	
✓ OC	
Action Taken:	

Please indicate your acceptance of the interim operating authority by having two of the enclosed copies of this letter executed by a duly authorized corporate official and return them to our office with all the required signatures.

Sincerely,


Stanley T. Albright
Regional Director, Western Region

Enclosures (2)

Accepted this 28th day of November, 1990.

Amfac Resorts, Inc.

BY: 

Richard A. Naille II

TITLE: President

Date: November 28, 1990

ATTEST:

BY: 

Donna F. McIntyre

TITLE: Secretary



United States Department of the Interior
NATIONAL PARK SERVICE

Handwritten notes:
10-27-88
Hyatt
orig cont. file

IN REPLY REFER TO:
C3823(WR-OC)

September 21, 1988

Mr. Alpheus C. Bruton, II
General Manager
Fred Harvey Operations
Furnace Creek Inn and Resort
Death Valley, CA 92328

Dear Mr. Bruton: *Alpheus*

Concession Contract No. CC-DEVA002-81 entered into between the National Park Service and Fred Harvey expires by limitation of time on December 31, 1988. It is our intention to negotiate a new concession contract authorizing the continuance of the services that you are presently providing when advertised and the new concession contract is awarded.

However, in order to meet visitor demands and to provide continuity of said accommodations, facilities and services, this letter shall, upon acceptance by Fred Harvey as evidenced by execution hereof by an officer of Fred Harvey, serve as an extension of Concession Contract No. CC-DEVA002-81. This extension which is effective January 1, 1989 shall terminate June 30, 1989, or upon the execution of a prospective new contractual document on behalf of the National Park Service, whichever occurs first.

Please indicate acceptance of this extension by having the original of this letter executed by an officer of Fred Harvey as provided for below. Please return the original to our office. A signed carbon copy is enclosed for your files.

Sincerely,

Stanley T. Albright
Stanley T. Albright
Regional Director, Western Region

Enclosure

ACCEPTED THIS 10 th day of October, 19 88.

ATTESTED:

AMFAC HOTELS AND RESORTS, INC.
dba FRED HARVEY

BY: *John W. Hyatt*
John W. Hyatt
TITLE: Sr. V.P. Administration

BY: *Richard A. Naille, II*
Richard A. Naille, II
TITLE: President

AMENDMENT NO. 2
CONCESSION CONTRACT NO. CC-DEVA002-81
AMFAC HOTELS AND RESORTS, INC.
DBA
Fred Harvey
Death Valley National Monument
Stovepipe Wells

THIS AGREEMENT made and entered into by and between the United States of America, acting in this matter by the Secretary of the Interior, through the Director of the National Park Service, hereinafter referred to as the "Secretary" and AMFAC HOTELS AND RESORTS, INC., a corporation organized and existing under the laws of the State of Delaware, doing business as Fred Harvey, hereinafter referred to as the "Concessioner".

W I T N E S S E T H

THAT WHEREAS, the Secretary and the Concessioner entered into the Concession Contract No. CC DEVA002-81, effective May 27, 1981, and whereby the Concessioner is authorized to provide accommodations, facilities, and services for the public at Stovepipe Wells, within Death Valley National Monument during the period of January 1, 1981 through December 31, 1985: and

WHEREAS, the Secretary and the Concessioner agreed to extend said Concession Contract by Amendment No. 1 dated April 1, 1985: and

WHEREAS, the Secretary and the Concessioner mutually agree that it is in the best interest of the public that the services be continued.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto covenant and agree to and with each other that Concession Contract No. CC DEVA002-81 is hereby amended as follows:

Amend Section 1. TERM OF CONTRACT as follows:

a. Delete subsection 1(a) in its entirety and substitute in lieu thereof the following:

- (a) This contract shall be for and during the term from January 1, 1981 through December 31, 1988, or until the execution of a renewing contract, whichever occurs first, except as it may be terminated as herein provided.

IN WITNESS WHEREOF, the parties hereto have hereunder subscribed the names and affixed their seals.

Dated at San Francisco, California this JUL 6 1987 day _____, 19____.

UNITED STATES OF AMERICA

By [Signature]
Regional Director, Western Region
National Park Service

ATTEST:

BY: [Signature]

Title: _____

AMFAC HOTELS AND RESORTS, INC.

By: [Signature]

Title: Chairman, Amfac Hotels & Resorts, Inc.

Date: April 3, 1987

DEVA 002

AMENDMENT NO. 1
CONCESSION CONTRACT NO. 8073-1-0003
AMFAC HOTELS AND RESORTS, INC.
DBA
Fred Harvey
Death Valley National Monument
Stovepipe Wells

THIS AGREEMENT, made and entered into by and between the United States of America, acting in this matter by the Secretary of the Interior, through the Director of the National Park Service, hereinafter referred to as the "Secretary", and AMFAC HOTELS AND RESORTS, INC. a corporation organized and existing under the laws of the State of Delaware, doing business as Fred Harvey, hereinafter referred to as the "Concessioner":

W I T N E S S E T H

THAT WHEREAS, the Secretary and the Concessioner entered into the Concession Contract No. 8073-1-0003, effective May 27, 1981, and whereby the Concessioner is required and authorized to provide accommodations, facilities and services for the public at Stovepipe Wells within Death Valley National Monument during the period of January 1, 1981, through December 31, 1985: and

WHEREAS, the Secretary and the Concessioner mutually agreed that it is in the best interest of the public that the services be continued.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto covenant and agree to and with each other that Concession Contract No. 8073-1-0003 is hereby amended as follows:

Amend Section 1. TERM OF CONTRACT as follows:

a. Delete subsection 1(a) in its entirety and substitute in lieu thereof the following:

(a) This contract shall be for and during the term from January 1, 1981 through December 31, 1987, or until the execution of a renewing contract, whichever occurs first, except as it may be terminated as herein provided.

IN WITNESSETH WHEREOF, the parties hereto have hereunder subscribed their names and affixed their seals.

Dated at San Francisco, California, this 1 APR 1985 of _____, 19____.

UNITED STATES OF AMERICA

By [Signature]
Regional Director, Western Region
National Park Service

ATTEST: [Signature]
BY: John W. Hyatt
TITLE: Director of Administration
Fred Harvey Co.

AMFAC HOTELS AND RESORTS, INC.
BY: [Signature]
Richard A. Naille, II
TITLE: President, Fred Harvey Co.
DATE: December 10, 1984

25A 002

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

--00000000--

DEATH VALLEY NATIONAL MONUMENT

AMFAC HOTELS & RESORTS, INC.

d/b/a

FRED HARVEY

--00000000--

CONTRACT NO.

⁰⁰²
CC-DEVA~~001~~-81

~~CC-8073-1-0003~~

EXECUTED

May 22, 1981

Covering the Period

January 1, 1981 THROUGH ~~December 31, 1985~~

December 31, 1987

Extended
4/1/85

Amendment No. 1, 4/1/85, Sec. 1, Term of Contract

10-2-80

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Contract
No. CC-8073-1-0003

THIS CONTRACT made and entered into by and between the United States of America, acting in this matter by the Secretary of the Interior, through the Director of the National Park Service, hereinafter referred to as the "Secretary," and AMFAC HOTELS & RESORTS, INC., a corporation organized and existing under the laws of the State of Delaware, doing business as Fred Harvey, hereinafter referred to as the "Concessioner":

W I T N E S S E T H:

THAT WHEREAS, Death Valley National Monument hereinafter Referred to as the "Area" is administered by the Secretary to conserve the scenery and the natural and historic objects and the wildlife therein, and to provide for the public enjoyment of the same in such manner as will leave such area unimpaired for the enjoyment of future generations; and

WHEREAS, the accomplishment of these purposes requires that facilities and services be provided for the public visiting the area and that all private interest shall be excluded except so far as may be necessary for the accomplishment of said purposes, including accommodation of the public; and

WHEREAS, the United States has not itself provided such necessary facilities and services and desires the Concessioner to maintain and operate the same at reasonable rates under the supervision and regulation of the Secretary;

WHEREAS, the establishment and maintenance of such facilities and services involves a substantial investment of capital and the assumption of risk of operating loss, it is therefore proper, in consideration of the obligations assumed hereunder and as an inducement to capital, that the Concessioner be given assurance of security of such investment and of a reasonable opportunity to make a profit; and

WHEREAS, pursuant to law the Secretary is required to exercise his authority hereunder in a manner consistent with a reasonable opportunity by the Concessioner to realize a profit on the operations conducted hereunder as a whole commensurate with the capital invested and the obligations assumed:

NOW, THEREFORE, pursuant to the authority contained in the Acts of August 25, 1916 (29 Stat. 535; 16 U.S.C. 1, 2-4), and October 9, 1965 (79 Stat. 969; 16 U.S.C. 20), and other laws supplemental thereto and amendatory thereof, the said parties agree as follows:

SEC. 1. TERM OF CONTRACT. (a) This contract shall be for the term of five (5) years from January 1, 1981, except as the contract may be terminated as herein provided.

(b) (1) The Concessioner shall undertake a construction and improvement program, relative to Government-owned facilities, as specified below. The Concessioner shall provide the funds to accomplish those improvement projects, in an amount equal to SEVEN PERCENT (7%) of gross receipts as defined in subsection 9(d) herein, but excluding receipts from the sale of gasoline. These funds shall be accrued monthly by the Concessioner and deposited in a special interest bearing account "Reserve For Improvements To Government-owned Facilities." Costs incurred by the Concessioner in carrying out the improvement program specified herein shall be with the approval of the Secretary, charged to this improvement reserve account. Any balance remaining in this account at the expiration of this contract, or at the time of any assignment or sale of interests as defined in Section 13 herein, shall revert to the United States or shall be transferred to a successor concessioner, if any, as may be determined by the Secretary. The Concessioner shall have no vested interest in any improvements funded from this reserve account, except that any time this account is in "arrears" due to the Concessioner, with the approval of the Secretary, spending advance funds in excess of the stipulated monthly accrual, then the Concessioner shall have a right of possessory interest in such advance funds, as defined in SEC. 6(b) herein, with compensation rights as provided herein.

(2) The Concessioner shall complete the construction and improvement program, subject to the availability of funds in the special reserve account, in the priority order specified by the National Park Service. Additions or deletions of specific projects may be made, dependent upon the availability of budgeted NPS support funds or changing priorities. The Concessioner shall not be required to expend in excess of the anticipated (2) two year revenue for this fund in any (1) one year nor shall the fund become in "arrears" more than \$300,000 at any given time. The program shall include but not be limited to the following projects and tentative scheduling:

1981

1. Complete a study to determine necessary renovations to 49'er building.
2. Remodel lobby/registration area.
3. Expand public trailer park by adding 12 spaces with hook-ups, for transient use.
4. Painting interior and exterior of all primary structures.
5. Replace one-half of existing carpeting.
6. Install a TV reception system.

1982

1. Replace one-half of existing carpeting
2. Remodel the 49'er building (see 1981 item 1).

1982

1. Design and construction of twenty-four (24) replacement motel units.
2. Design and construction of new swimming pool.

(3) The Concessioner shall start the improvement and building program within thirty days of the execution date of this contract in such a manner as to demonstrate to the satisfaction of the Secretary that it is in good faith carrying said program forward reasonably under the circumstances. After approval of plans and specifications, the Concessioner shall provide the Secretary with such evidence or documentation, as may be satisfactory to the Secretary, to demonstrate that such program is being carried forward, and shall complete and have it available for public use on or before December 31, 1984.

(c) The Concessioner may, in the discretion of the Secretary, be relieved in whole or in part of any or all of the obligations of this contract for such stated periods as the Secretary may deem proper upon written application showing circumstances beyond its control warranting such relief.

SEC. 2. ACCOMMODATIONS, FACILITIES AND SERVICES. (a) The Secretary requires and hereby authorizes the Concessioner during the term of this contract to provide accommodations, facilities, and services for the public at Stovepipe Wells within Death Valley National Monument as follows:

1. Lodging accommodations.
2. Food and beverage services (including sale of alcoholic beverages).
3. General merchandise and souvenirs.
4. Auto service station.
5. Trailer space rentals, including hook-ups.
6. Swimming pool and bath facilities.
7. Other services incidental to the operations authorized hereunder, at the request of the Secretary.

(b) The Secretary reserves the right to determine and control the nature, type and quality of the merchandise and services described herein as authorized and required to be sold or furnished by the Concessioner within the area. Operations under this contract and the administration thereof by the Secretary shall be subject to the laws of Congress governing the area and the rules, regulations, and policies promulgated thereunder, whether now in force or hereafter enacted or promulgated, including but not limited to the United States Public Health Service requirements. Concessioners must also comply with current applicable criteria promulgated by the United States Department of Labor's Occupational Safety and Health Act of 1970 (OSHA) and those provisions outlined in the National Park Service's Safety and Occupational Health Policy associated with visitor safety and health.

(c) During the term hereof and subject to satisfactory performance hereunder, the Concessioner is granted a right of first refusal to provide such additional concession accommodations, facilities and services of the same character as required and authorized hereunder as the Secretary may designate as necessary or desirable for accommodation and convenience of the public at the Stovepipe Wells area. If the Concessioner doubts the necessity, desirability, timeliness, reasonableness, or practicability of such new or additional facilities, accommodations or services and/or declines or fails within a reasonable time to comply with the designation of the Secretary, then the Secretary in his discretion may authorize others under substantially the same terms and conditions to provide such designated accommodations, facilities, or services. This right of first refusal does not apply to concession operations in connection with lands hereafter acquired which expand the existing boundary of the area. Nothing contained in this section or elsewhere in this contract shall be construed as prohibiting or curtailing operations conducted in the area by other Concessioners now authorized by the Secretary to provide accommodations therein for the public, including the successors or assigns of such Concessioners, when approved by the Secretary.

SEC. 3. PLANT, PERSONNEL, AND RATES. (a) (1) The Concessioner shall maintain and operate the said accommodations, facilities, and services to such extent and in such manner as the Secretary may deem satisfactory, and shall provide the plant, personnel, equipment, goods, and commodities necessary therefor provided that the Concessioner shall not be required to make investments inconsistent with a reasonable opportunity to realize a profit on its operations hereunder commensurate with the capital invested and the obligations assumed.

(2) All rates and prices charged to the public by the Concessioner for accommodations, services, or goods furnished or sold hereunder shall be subject to regulation and approval by the Secretary. Reasonableness of rates and prices will be judged primarily by comparison with those currently charged for comparable accommodations, services, or goods furnished or sold outside of the areas administered by the National Park Service under similar conditions, with due allowance for length of season, provision for peak loads, accessibility, availability and cost of labor and materials, type of patronage, and other conditions customarily considered in determining charges, but due regard may also be given to such other factors as the Secretary may deem significant.

(3) The Concessioner shall require its employees to observe a strict impartiality as to rates and services in all circumstances. The Concessioner may, subject to the prior approval of the Secretary, grant complimentary or reduced rates under such circumstances as are customary in businesses of the character conducted hereunder. The Concessioner shall not offer and employees of the Federal Government shall not receive discounts unless such discounts are available to the general public.

(b) (1) The Concessioner may be required to have its employees who come in direct contact with the public, so far as practicable, to wear a uniform or badge by which they may be known and distinguished as the employees of the Concessioner. The Concessioner shall require employees to exercise courtesy and consideration in their relations with the public.

(2) The Concessioner shall review the conduct of any of its employees whose action or activities are considered by the Concessioner or the Secretary to be inconsistent with the proper administration of the area and enjoyment and protection of visitors and shall take such actions as are necessary to fully correct the situation.

(3) The Concessioner shall comply with the requirements of (a) Title VII of the Civil Rights Act of 1964, as well as Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, (b) Title V, Section 503 of the Rehabilitation Act of September 26, 1973, P.L. 93-112, which requires Government Contractors and Subcontractors to take affirmative action to employ and to advance in employment qualified handicapped individuals, and with regulations heretofore or hereafter promulgated, relating to nondiscrimination in employment and in providing facilities and services to the public and shall do nothing in advertising for employees which will prevent those covered by these laws from qualifying for such employment. Regulations heretofore promulgated are set forth in Exhibit "B" attached hereto and made a part hereof.

SEC. 4. GOVERNMENT LAND AND IMPROVEMENTS. (a) The Secretary hereby assigns for use by the Concessioner during the term of this contract, certain parcels of land and Government Improvements, if any, (as described in Exhibit "A" hereto) necessary to conduct the operations authorized hereunder. The Secretary reserves the right to withdraw such assignments or parts thereof at any time during the term of this contract if, in his judgment, such assigned lands and improvements are no longer reasonably necessary to conduct the concessions operations authorized hereunder or if the operations utilizing such assigned lands are terminated pursuant to Section 11 thereof. The Secretary shall compensate the Concessioner for any possessory interest, in such withdrawn properties at book value as described in Section 12 hereof, or, in the event that improvements in which the Concessioner has a possessory interest are to be replaced by the Concessioner within the area, in accordance with the compensation for possessory interest described within subsection 12(b) hereof.

(b) "Government Improvements" as used herein, means the buildings, structures, utility systems, fixtures, equipment, and other improvements upon the lands assigned hereunder, if any, constructed or acquired by the Government and provided by the Government for the purpose of this contract. The Concessioner shall have a possessory interest in improvements it makes to Government Improvements. In the event that such possessory interest is acquired by the Government at any time, notwithstanding any provision of this contract to the contrary, the Concessioner will be compensated for such possessory interest at book value as described in Section 12(c) hereof. In the event that such possessory interest is acquired by a successor, it will not be permitted to revalue such possessory interest.

(c) The Secretary shall have the right at any time to enter upon the lands and improvements utilized by the Concessioner hereunder for any purpose he may deem reasonably necessary for the administration of the area and the Government services therein.

(d) The Concessioner may construct or install upon the assigned lands such buildings, structures, and other improvements as are necessary for the operations required hereunder, subject to the prior written approval by the Secretary of the location, plans, and specifications thereof. The Secretary may prescribe the form and contents of the application for such approval. The desirability of any project as well as the location, plans, and specifications thereof will be reviewed in accordance with the provisions of the National Environmental Policy Act of 1969 and the National Historic Preservation Act of 1966.

(e) If during the term hereof a Government Improvement requires repairs or improvements that serve to prolong the life of the Government Improvement to an extent requiring capital investment for major repair, such capital investment shall be borne by the Government subject to the availability of appropriated funds. If appropriated funds are not available, and the Secretary determines that such repairs or improvements are necessary to a satisfactory performance of the Concessioner's obligations hereunder, the Concessioner may be required to repair the Government Improvement subject to the limitations on investment set forth in Section 3(a) hereof.

SEC. 5. MAINTENANCE. Subject to subsection 4(e) hereof, the Concessioner will physically maintain and repair all facilities (both Government and Concessioner's Improvements) used in the operation hereunder, including maintenance of assigned lands and all necessary housekeeping activities associated with the operation to the satisfaction of the Secretary, except that when any single maintenance item involving a Government-owned improvement costs more than \$300, the expense in excess of the first \$300 will be borne by the National Park Service, or, if Government funds are not available, the costs in excess of the first \$300 (three hundred dollars) may, with the approval of the Secretary, be charged to the "Reserve For Improvements To Government-owned Facilities." In order that a high standard of physical appearance, operations, repair and maintenance be maintained, appropriate inspections will be carried out jointly by the Secretary and the Concessioner. A "Maintenance Agreement" will be established and it will be renewed on no less than an annual basis with the appropriate designations and changes as determined by the National Park Service.

SEC. 6. CONCESSIONER'S IMPROVEMENTS. (a) "Concessioner's Improvements," as used herein, means buildings, structures, fixtures, equipment, and other improvements, affixed to or resting upon the lands assigned hereunder in such manner as to be a part of the realty, provided by the Concessioner for the purposes of this contract, excluding improvements made to Government Improvements by the Concessioner, as follows: (1) such improvements upon the lands assigned at the date hereof as described in Exhibit "C" hereto; (2) all such improvements hereafter constructed upon or affixed to the lands assigned to the Concessioner with the written consent of the Secretary. Concessioner's Improvements do not include any interest in the land upon which the described structures are located, nor any improvements funded from the "Reserve For Improvements To Government-owned Facilities" as described in subsection 1(b).

(b) The Concessioner shall have a possessory interest in all Concessioner's Improvements recognized by this contract. Possessory Interest shall consist of all incidents of ownership, except legal title which shall be vested in the United States. However, such possessory interest shall not be construed to include or imply any authority, privilege, or right to operate or engage in any business or other activity and the use or enjoyment of any structure, fixture, or improvement in which the Concessioner has a possessory interest shall be wholly subject to the applicable provisions of this contract and to the laws and regulations relating to the area. The said possessory interest shall not be extinguished by the expiration or other termination of this contract, and may not be terminated or taken for public use without just compensation as determined in accordance with Section 12. Wherever used in this contract, "possessory interest" shall mean the interest described in this paragraph. Performance of the obligations assumed by the Secretary under Section 12 hereof shall constitute just compensation with respect to the taking of a possessory interest in the circumstances therein described.

(c) Any salvage resulting from the authorized removal, severance, or demolition of a Concessioner's Improvement or any part thereof shall be the property of the Concessioner.

(d) In the event that a Concessioner's Improvement is removed, abandoned, demolished, or substantially destroyed and no other improvement is constructed on the site, the Concessioner shall promptly upon the request of the Secretary, restore the site as nearly as practicable to a natural condition.

SEC. 7. UTILITIES. (a) The Secretary shall furnish utilities to the Concessioner, for use in connection with the operations authorized hereunder, when available, at reasonable rates to be fixed by the Secretary, which shall at least equal the actual cost of providing the utility or service.

(b) Should any such service not be available or sufficient, the Concessioner may, with the written approval of the Secretary and under such requirements as shall be prescribed by him, secure the same at its own expense from sources outside the area or may install the same within the area subject to the following conditions:

(1) Any water rights deemed necessary by the Concessioner for use of water on Federal lands shall be acquired at its expense in accordance with any applicable state procedures and state law. Such water rights, upon expiration or termination of this contract for any reason shall be assigned to and become the property of the United States without compensation.

(2) Any service provided by the Concessioner under this section shall, if requested by the Secretary, be furnished to the Government to such an extent as will not reasonably restrict anticipated use by the Concessioner. The rate per unit charged the Government for such service shall be approximately the average cost per unit of providing such service.

(3) All appliances, and machinery to be used in connection with the privileges granted in this section, as well as the plans for location and installation of such appliances and machinery shall first be approved by the Secretary.

SEC. 8. ACCOUNTING RECORDS AND REPORTS. (a) The Concessioner shall maintain an accounting system whereby the accounts can be readily identified with the System of Account Classification prescribed by the Secretary. The Concessioner shall submit annually as soon as possible but not later than ninety (90) days after the 31st day of December, a financial statement for the preceding year as prescribed by the Secretary, and such other reports and data as may be required by the Secretary. If annual gross receipts are in excess of \$250,000, the financial statements shall be audited by an independent certified public accountant or by an independent licensed public accountant certified or licensed by a regulatory authority of a state or other political subdivision of the United States on or before December 31, 1970. The examination shall be made in accordance with the "Standards for Audit of Governmental Organizations, Programs, Activities and Functions" issued by the Comptroller General of the United States, as they apply to financial and compliance examinations, and the "Audit Guide for National Park Service Concessioners" issued by the Secretary.

Financial statements accompanied by remarks such as "prepared from client records without audit" are unacceptable. The independent licensed or certified public accountant shall include a statement to the effect that the amounts included in the financial report are consistent to those included in the Federal and state tax returns. If they are not, then a statement showing differences shall be included. The Secretary shall have the right to verify and copy for his own use all such reports from the books, correspondence, memoranda, and other records of the Concessioner and subconcessioners, if any, and of the records pertaining thereto of a proprietary or affiliated company, if any, during the period of the contract, and for such time thereafter as may be necessary to accomplish such verification.

(b) The Secretary and Comptroller General of the United States, or any of their duly authorized representatives, shall, until the expiration of five (5) calendar years after the close of business year of the Concessioner and any subconcessioner have access to and the right to examine any of the pertinent books, documents, papers, and records related to this contract including Federal, and state income tax returns.

SEC. 9. FRANCHISE FEE. (a) For the term of this contract, the Concessioner shall pay to the Secretary for the privileges granted herein as follows:

(1) A fee for the use of any Government Improvements assigned to the Concessioner hereunder, if any. Such fee and assigned Government buildings to be as set forth in Exhibit "A" hereto but in no event shall the fee exceed the fair annual value of such Government Improvements as determined by the Secretary.

(2) In addition to the foregoing, a further sum equal to ONE AND SIX-TENTHS PERCENT (1.6%) of the Concessioner's gross receipts, as herein defined, for the preceding year.

(b) The franchise fee shall be due on a monthly basis in such a manner that payment shall be received by the Secretary within 15 days after the last day of each month that the Concessioner operates. Such monthly payment shall include the annual use fee for assigned Government Improvements, as set forth in Exhibit "A" hereto, divided by the expected number of operating months, as well as the specified percentage of gross receipts for the preceding month. The payment of any additional amounts due at the end of the operating year as a result of adjustments shall be paid at the time of submission of the annual financial report. Overpayments shall be offset against the following year's franchise fees due.

(c) Interest charges at the rate of THREE-FOURTHS OF ONE PERCENT ($\frac{3}{4}$ of 1%) of an overdue payment will be assessed for each 30 day period, or portion thereof, that payment is delayed.

(d) The term "gross receipts," as used herein, shall be construed to mean the total amount received or realized by, or accruing to, the Concessioner from all sales, including those through vending machines and other coin-operating devices, for cash or credit, of services, accommodations, materials, and other merchandise made pursuant to the rights granted in this contract, including gross receipts of subconcessioners as hereinafter defined and commissions earned on contracts or agreements with other persons or companies operating in the area, and excluding gross receipts from the sale of genuine United States Indian and native handcraft, intra-company earnings on account of charges to other departments of the operation (such as laundry), cash discounts on purchases, cash discounts on sales, returned sales and allowances, interest on money loaned or in bank accounts, income from investments, income from subsidiary companies outside of the area, sale of property other than that purchased in the regular course of business for the purpose of resale, and sales and excise taxes that are added as separate charges to approved sales prices, gasoline taxes, fishing license fees, and postage stamps, provided that the amount excluded shall not exceed the amount actually due or paid Governmental agencies.

(2) The term "gross receipts of subconcessioners" as used in subsection (b)(1) of this section shall be construed to mean the total amount received or realized by, or accruing to, subconcessioners from all sources, including that through vending machines or other coin-operated devices, as a result of the exercise of the rights conferred by subconcession contracts hereunder without allowances, exclusions, or deductions of any kind or nature whatsoever and the subconcessioner shall report the full amount of all such receipts to the Concessioner within 45 days after the 31st day of December each year. The subconcessioners shall maintain an accurate and complete record of all items listed in subsection (d) (1) of this section as exclusions from the Concessioner's gross receipts and shall report the same to the Concessioner with the gross receipts. The Concessioner shall be entitled to exclude items listed in subsection (d)(1) in computing the franchise fee payable to the Secretary as provided for in subsection (a) hereof.

(e) Within sixty (60) days after the end of each five year period of this contract or as otherwise specified, at the instance of either party hereto, the amount and character of the franchise fees provided for in this section may be reconsidered. Such request shall be made in writing within 60 days after the end of the applicable contract year but cannot be made before the end of such year. In the event that the Secretary and the Concessioner cannot agree upon an adjustment of the franchise fees within 120 days from the date of the request for renegotiation as made by either party, the position of the Concessioner must be reduced to writing within 30 days therefrom and submitted to the Secretary for a determination of appropriate fees consistent with the fair value of any assigned Government Improvements and the probable value to the Concessioner of the privileges granted by this contract based upon a reasonable opportunity for a profit in relation to both gross receipts and capital invested. If desired by the Concessioner an advisory arbitration panel will be established (one member to be selected by the Secretary, one by the Concessioner, and the third by agreement of the original two) for the purpose of recommending to the Secretary appropriate franchise fees. The Secretary and the Concessioner shall share equally the expenses of such advisory arbitration. The written determination of the Secretary as to franchise fees shall be final and conclusive upon the parties thereto. Any new fees established will be retroactive to the commencement of the applicable period for which notice of reconsideration is given and be effective for the remaining term of the contract unless subsequent negotiations establish yet a different franchise rate. If new rates are greater than existing rates, the Concessioner will pay all back fees due with the next regular payment. If new rates are less than the existing rate, the Concessioner may withhold the difference between the two rates from future payments until he has recouped the overpayment. Any new franchise fees will be evidenced by an amendment to the contract unless based upon the written determination of the Secretary in which event a copy of the determination will be attached hereto and become a part hereof, as fully as if originally incorporated herein.

SEC. 10. BOND AND LIEN. The Secretary may, in his discretion, require the Concessioner to furnish a surety bond acceptable to the Secretary conditioned upon the faithful performance of this contract, in such form and in such amount as the Secretary may deem adequate. As additional security for the faithful performance by the Concessioner of all its obligations under this contract, and the payment to the Government of all damages or claims that may result from the Concessioner's failure to observe such obligations, the Government shall have at all times the first lien on all assets of the Concessioner within the area.

SEC. 11. TERMINATION. (a) The Secretary may terminate this contract in whole or part for default at any time and may terminate this contract in whole or part when necessary for the protection of visitors or area resources. The operations authorized hereunder may be suspended in whole or in part at the discretion of the Secretary when necessary to protect the health and safety of visitors and employees or to protect area resources. Termination or suspension shall be by written notice to the Concessioner and, in the event of proposed termination for default, the Secretary shall give the Concessioner a reasonable period of time to correct stated deficiencies. Termination for default shall be utilized in circumstances where the

Concessioner has breached any requirements of this contract, including failure to maintain and operate the required accommodations, facilities and services to the satisfaction of the Secretary in accordance with the Secretary's requirements hereunder.

(b) In the event of termination of this contract when necessary for the protection of visitors or area resources or for default, the compensation to the Concessioner for such termination shall be as described in Section 12, "Compensation," hereof.

(c) In the event it is deemed necessary to temporarily suspend operations hereunder in whole or in part to protect visitors or the resources of the area due to causes beyond the control of the Secretary, the Secretary shall not be liable for any compensation to the Concessioner for losses occasioned thereby, including but not limited to, lost income, profit, wages, or other monies which may be claimed.

(d) To avoid interruption of service to the public upon the expiration or termination of this contract for any reason, the Concessioner, upon the request of the Secretary, will (1) continue to conduct the operations authorized hereunder for a reasonable time to allow the Secretary to select a successor, or (2) consent to the use by a temporary operator, designated by the Secretary, of the Concessioner's Improvements and personal property, if any, not including current or intangible assets, used in the operations authorized hereunder upon fair terms and conditions, provided that the Concessioner shall be entitled to an annual fee for the use of such improvements and personal property, prorated for the period of use, in the amount of the annual depreciation on such improvement, plus THREE PERCENT (3%) return on the book value of such improvement. In this instance the method of depreciation used shall be either straight line depreciation or depreciation shown on the audited financial statements.

SEC. 12. COMPENSATION. (a) Just Compensation: The compensation described herein shall constitute full and just compensation to the Concessioner from the Secretary for all losses and claims occasioned by the circumstances described below.

(b) Contract termination or expiration where operations are to be continued: If for any reason, including contract expiration or termination as described herein, subject to the limitation on compensation for possessory interest contained in subsection (d) hereof, the Concessioner shall cease to be required by the Secretary to conduct the operations authorized hereunder, or substantial part thereof, and, at the time of such event the Secretary intends for substantially the same or similar operations to be continued by a successor, whether a private person, corporation or an agency of the Government, (i) the Concessioner will sell and transfer to the successor designated by the Secretary its possessory interest in Concessioner's Improvements, if any, as defined under this contract and all other property of the Concessioner used or held for use in connection with such operations; and (ii) the Secretary will require such successor, as a condition to the granting of a contract to operate, to purchase from the Concessioner such possessory interest, if any, and such other property, and to pay the Concessioner the fair value thereof. The fair value of any possessory interest in Government Improvements shall be book value as described in

Section 12(c) hereof. The fair value of possessory interest in Concessioner's Improvements shall be deemed to be the sound value of the improvement to which it relates at the time of transfer of such possessory interest, without regard to the term or other benefits of the contract. The sound value of any structure, fixture, or improvement shall be determined upon the basis of reconstruction cost less depreciation evidenced by its condition and prospective serviceability in comparison with a new unit of like kind, but not to exceed fair market value. Merchandise and supplies shall be valued at replacement cost including transportation. Equipment shall be valued at replacement cost less depreciation and obsolescence. If the Concessioner and the successor, excepting Government agencies, cannot agree upon the fair value of any item or items, either party may serve a request for arbitration upon the other party, and the fair value of the item or items in question shall be determined by the majority vote of a board of three arbitrators, selected as follows: Each party shall name one member of such board and the two members so named shall select the third member. If either party fails to appoint an arbitrator within 15 days after the other shall have appointed an arbitrator and served written notice, including the name and address of the arbitrator appointed, upon the other party, then the American Arbitration Association shall be requested by the Secretary to appoint an arbitrator to represent the party failing to make the appointment. The costs and expenses of the arbitrator appointed by the American Arbitration Association to represent the party failing to make the appointment shall be paid for by that party. The two arbitrators so named shall select the third member. If the third member is not selected within 15 days after the appointment of the latter of the other two arbitrators, the American Arbitration Association shall be requested by the Secretary to appoint the third arbitrator. In requesting that the American Arbitration Association appoint an arbitrator in the situations discussed above, the Secretary shall request that the person or persons appointed shall be impartial and specially qualified in commercial and real estate appraisal. The fair value determined by the Board of Arbitrators shall be binding on the parties. The compensation and expenses of the third member shall be paid by the Concessioner and one-half of the amount so paid shall be added to the purchase price. Before reaching its decision, the board shall give each of the parties a fair and full opportunity to be heard on the matters in dispute. If the successor is a Government agency and there is a dispute as to the fair value of any items, the decision of the Secretary as to such fair value will be final and binding upon all parties.

(c) Contract expiration or termination where operations are to be discontinued: If for any reason, including contract expiration or termination as described herein, the Concessioner shall cease to be required by the Secretary to conduct the operations authorized hereunder, or substantial part thereof, and the Secretary at the time chooses to discontinue such operations, or substantial part thereof within the area, and/or to abandon, remove, or demolish any of the Concessioner's Improvements, if any, then the Secretary will take such action as may be necessary to assure the Concessioner of compensation for (i) possessory interest in Concessioner Improvements, if any, in the amount of their book value (unrecovered cost as shown in the audited financial statements, subject to verification by the Secretary); (ii) the cost to the Concessioner of restoring any assigned land to a natural condition, including removal and demolition, (less salvage) if required by the Secretary; and (iii) the cost of transporting to a reasonable market for sale such movable property of the Concessioner as may be made

useless by such determination. Any such property that has not been removed by the Concessioner within a reasonable time following such determination shall become the property of the United States without compensation therefor.

(d) Contract termination for default for unsatisfactory performance where operations are to be continued. Notwithstanding any provision of this contract to the contrary, in the event of termination of this contract for default for failure to maintain and operate the required accommodations, facilities and services to the satisfaction of the Secretary in accordance with the Secretary's requirements hereunder, compensation for the Concessioner's possessory interest in Concessioner's Improvements, if any, shall be at book value as described in Subsection 12(c) herein.

(e) Other Compensation. In the event of termination of this contract or portions thereof, for the purpose of protecting visitors or area resources, the Concessioner may be compensated (in addition to the applicable compensation described in subsections (b) or (c) above) for such other costs as the Secretary, in his discretion, considers necessary to compensate the Concessioner for actual losses occasioned by such termination, including, but not limited to, and as the needs appear, cost of relocating from one building to another building, reasonable severance pay to employees that may be affected, penalties for early loan repayments, and reasonable overhead expenses required by such termination, but, not for lost profit or other anticipated gain from the operations authorized hereunder or anticipated sale or assignment of the Concessioner's assets, including this contract or any of its benefits.

SEC. 13. ASSIGNMENT OR SALE OF INTERESTS. (a) (1) The Concessioner and/or any person or entity which owns or controls a substantial interest (as herein defined) in a Concessioner's ownership, (collectively defined as the "Concessioner" for the purposes of this section) shall not assign or otherwise sell or transfer responsibilities under this contract or the concession operations authorized hereunder, nor sell or otherwise assign or transfer (including, without limitation mergers, consolidations, reorganizations or other business combinations) a substantial interest in such operations, this contract, or a substantial interest in the Concessioner's ownership, as defined herein, without the prior written approval of the Secretary. Failure to comply with this provision or the procedures described herein shall constitute a material breach of this contract for which the contract may be terminated by the Secretary without regard to the procedure for termination for default described in Section 11 hereof, and, in any event the Secretary shall not recognize any right of any person or entity to own or operate the operations authorized hereunder acquired in violation hereof.

(2) The Concessioner shall advise the person(s) or entity proposing to enter into a transaction described in Subsection (a)(1) above that the Secretary shall be notified and that the proposed transaction is subject to review and approval by the Secretary. The Concessioner shall request in writing the Secretary's approval of the proposed transaction and shall promptly provide the Secretary all relevant documents related to the transaction, and the names and qualifications of the person(s) or entity involved in the proposed transaction.

(b) (1) The Secretary, in exercising the discretionary authority set forth herein, shall among other matters, take into consideration the management qualifications of individuals or entities which would thereby obtain an interest in the facilities or services authorized hereunder, the experience of such individuals or entities with similar operations, and the ability of such individuals or entities to operate the concession operations authorized hereunder in the public interest under the regulation of the Secretary.

(2) For purposes of this section, the term "substantial interest" in a Concessioner's ownership shall mean, in the instance of a corporate Concessioner, an interest beneficial or otherwise, of sufficient outstanding voting securities or capital of the Concessioner so as to permit exercise of substantial managerial influence over the operations of the Concessioner, and, in the instance of a partnership, limited partnership, joint venture or individual entrepreneurship, any beneficial ownership of the capital assets of the Concessioner sufficient to permit substantial managerial influence over the operations of the Concessioner. The Secretary will determine at the request of interested parties whether or not an interest in a Concessioner constitutes a substantial interest within the meaning hereof.

(c) The Concessioner may not enter into any agreement with any entity or person except employees of the Concessioner to exercise substantial management responsibilities for the operation authorized hereunder or any part thereof without written approval of the Secretary at least 30 days in advance of such transaction.

(d) No mortgage shall be executed, and no bonds, shares of stock, or other evidence of interest in, or indebtedness upon, the assets of the Concessioner, including this contract, in the area, shall be issued, except for the purposes of installing, enlarging or improving, plant equipment and facilities, provided that, such assets, including possessory interests, or evidences of interests therein, in addition, may be encumbered for the purposes of purchasing existing concession plant, equipment and facilities. In the event of default on such a mortgage, encumbrance, or such other indebtedness, or of other assignment transfer, or encumbrance, the creditor or any assignee thereof, shall succeed to the interest of the Concessioner in such assets but shall not thereby acquire operating rights or privileges which shall be subject to the disposition of the Secretary.

SEC. 14. APPROVAL OF SUBCONCESSION CONTRACTS.

All contracts and agreements (other than those subject to approval pursuant to Section 13 hereof) proposed to be entered into by the Concessioner with respect to the exercise by others of the privileges granted by this contract in whole or part shall be considered as sub-concession contracts and shall be submitted to the Secretary for his approval and shall be effective only if approved. In the event any such subconcession contract or agreement is approved the Concessioner shall pay to the Secretary within sixty days after the 31st day of December each year a sum equal to FIFTY PERCENT (50%) of any and all fees, commissions, or compensation payable to the Concessioner thereunder, which shall be in addition to the franchise fee payable to the Secretary on the gross receipts of subconcessioners as provided for in Section 9 of this contract.

SEC. 15. INSURANCE AND INDEMNITY. (a) The Concessioner shall secure and maintain from responsible companies insurance sufficient to indemnify losses connected with or occasioned by the activities and operations authorized hereunder as determined by the Secretary. The Concessioner shall annually provide the Secretary with certificates of insurance or other similar documents sufficient to evidence compliance with this section and shall provide the Secretary thirty days written notice of any material change in the Concessioner's insurance program hereunder. The types and amounts of insurance coverage carried by the Concessioner will be approved by the Secretary. Specific insurance requirements are as follows:

(1) Property Insurance - Concessioner Improvements, Property, and Equipment. The Concessioner at its cost shall secure and maintain on all Concessioner Improvements and all other Concessioner owned property or equipment insurance against the perils of Fire and Extended Coverage. Such indemnity shall be for the full replacement cost (unless the Secretary, in writing, permits actual cash value indemnity in lieu thereof). Such insurance shall provide that the Concessioner and the United States of America are insured jointly as their interest may appear. Insurance provisions respecting property replacement at the "Same Site" shall be waived. In the event of loss the proceeds of such insurance shall be utilized to repair, rebuild, restore or replace Concessioner Improvements, property and equipment as necessary to properly conduct operations hereunder.

(2) Property Insurance - Government Improvements, Property and Equipment. The Concessioner at its expense shall secure and maintain insurance indemnity against the perils of Fire and Extended Coverage on all Government Improvements, property or equipment assigned to it hereunder. Such coverage shall be for the full replacement cost as defined herein (unless the Secretary, in writing, permits actual cash value indemnity in lieu thereof) and shall provide that the United States of America and the Concessioner are insured jointly as their interests may appear. Insurance provisions respecting property replacement at the "Same Site" shall be waived. In the event of loss, the proceeds of such insurance shall be payable to the Concessioner on behalf of the Secretary. Such proceeds received by the Concessioner shall be utilized at the Secretary's direction to repair, rebuild, restore, or replace Government Improvements, property, and equipment, as necessary or as otherwise directed by the Secretary. Improvements constructed by the Concessioner with such insurance proceeds shall be considered as Government Improvements in which the Concessioner shall have no possessory interest.

(3) General - Public Liability. . The Concessioner at its costs shall secure and maintain, with the Concessioner and the United States of America as named insureds, the following insurance coverages: Comprehensive General Liability including Products and Completed Operations Coverages; Broad Form Personal Injury Coverage; Broad Form Contractual Liability Coverage; and Employees as Additional Insureds Coverage. Where appropriate as dictated by the nature of the operations authorized hereunder, the following additional coverages shall be secured and maintained by the Concessioner: Liquor Liability Coverage or removal of the Liquor Liability Exclusion; and Watercraft Liability Coverage or the removal of the Watercraft Liability Exclusion.

(4) Automobile Liability. The Concessioner at its cost shall secure and maintain, with the Concessioner and the United States of America as named insureds, the following insurance coverage respecting vehicles owned and/or operated by the Concessioner: Comprehensive Automobile Liability including Owned, Operated and Leased Units; Hired and Non-Owned Automobile Liability; Uninsured Motorists Coverage; and Statutory "No-Fault" Coverages as required by the various states of operation.

(5) All liability policies shall specify that the insurer shall have no right of subrogation against the United States of America under such policies and have no resources against the United States of America for payments of any premiums or assessments.

(6) Worker's Compensation. The Concessioner at its cost shall secure and maintain, with the Concessioner and the United States of America as named insureds, the following worker's compensation coverage: Statutory Worker's Compensation in the various states of operations; Employer's Liability Coverage of \$100,000; Broad Form "All States" Coverage; Voluntary Compensation Endorsement; and, Employer's Liability in states with monopolistic Worker's Compensation Funds.

(b) The Concessioner shall save, hold harmless, and indemnify the United States of America, its agents and Employees for losses, damages, or judgments and expenses on account of personal injury, death, or property damage, or claims for personal injury, death, or property damage of any nature whatsoever and by whomsoever made, arising out of the activities of the Concessioner, his employees, subcontractors, or agents under the contract.

(c) Exclusions and Exceptions. Any exclusion or exception to the above insurance requirements may be permitted only after the Concessioner obtains concurrence in writing from the Secretary. It is incumbent upon the Concessioner when requesting any insurance exclusion or exception to include in writing detailed justification as to why the exclusion or exception is necessary.

SEC. 16. PROCUREMENT OF GOODS, EQUIPMENT, AND SERVICES. In computing net profits for any purposes of this contract, the Concessioner agrees that its accounts will be kept in such a manner that there will be no diversion or concealment of profits in the operations authorized hereunder by means of arrangements for the procurement of equipment, merchandise, supplies, or services from sources controlled by or under common ownership with the Concessioner or by any other device.

SEC. 17. DISPUTES. (a) Except as otherwise provided in this contract, any dispute, or claim, concerning this contract which is not disposed of by agreement shall be decided by the Director, National Park Service, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Concessioner. The decision of the Director shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Concessioner mails or otherwise furnishes to the Director a written notification of appeal addressed to the Secretary. In accordance with the rules of the Board of Contract Appeals, the decision of the Secretary or

his duly authorized representative for the determination of such appeals, shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Concessioner shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute or claim hereunder, the Concessioner shall proceed diligently with the performance of the contract or as otherwise required in accordance with the Director's decision.

Claims shall be considered hereunder only if a notice is filed in writing with the Director within 30 days after the Concessioner knew or should have known of the facts or circumstances giving rise to the claim.

(b) This section does not preclude consideration of legal questions in connection with decisions provided for in paragraph (a) above; provided, that nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

(c) The provisions of this clause shall not apply to any claim of a precontractual nature nor of a non-contractual nature such as tort claims, nor with respect to discretionary acts or refusals to act by the United States, including but not limited to the establishment of utility rates and rates to the public hereunder and terminations or suspensions of the contract for protection of visitors or area resources, nor to any other discretionary relief or action, nor in relation to action or inaction by the United States in its sovereign capacity. Decisions of the Director, National Park Service, concerning the matters mentioned in this subsection shall be final administrative determinations.

SEC. 18. GENERAL PROVISIONS. (a) Reference in this contract to the "Secretary" shall mean the Secretary of the Interior, and the term shall include his duly authorized representatives.

(b) The Concessioner is not entitled to be awarded or to have sole negotiating rights to any Federal procurement or service contract by virtue of any provision of this contract.

(c) Notwithstanding any other provision hereof, the Secretary reserves the right to provide directly or through cooperative or other non-concession agreements any accommodations, facilities or services to area visitors which are part of and appropriate to the park interpretive program.

(d) That any and all taxes which may be lawfully imposed by any State or its political subdivisions upon the property or business of the Concessioner shall be paid promptly by the Concessioner.

(e) No member of, or delegate to, Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

(f) This contract may not be extended, renewed or amended in any respect except when agreed to in writing by the Secretary and the Concessioner.

IN WITNESS WHEREOF, the parties hereto have hereunder subscribed their names and affixed their seals.

Dated at SAN FRANCISCO this

22ND day of MAY, 1981.

UNITED STATES OF AMERICA

BY Lamont H. Chapman
Regional Director, Western Region,
National Park Service

ATTEST:

BY

TITLE

[Signature]
Vice Pres

AMFAC HOTELS & RESORTS, INC.

BY

TITLE

DATE

George J. J. J.
Vice President
5/14/81

Exhibit "A"

GOVERNMENT-OWNED STRUCTURES ASSIGNED TO

AMFAC HOTELS & RESORTS, INC.

pursuant to

CONCESSION CONTRACT NO. CC-8073-1-0003

<u>Building Number</u>	<u>Description</u>	<u>Annual Fee</u>
<u>SEE ATTACHED LIST OF BUILDINGS AND IMPROVEMENTS ASSIGNED</u>		NONE

\$ None

Total amount due pursuant to
subsection 9(a)(1)

Approved, effective January 1, 1981
BY:

AMFAC HOTELS & RESORTS, INC.

BY George J. [Signature]

TITLE General Manager

UNITED STATES OF AMERICA

Lawrence H. Chapman
Regional Director, Western Region
National Park Service

CONTRACT NO. CC-8073-1-0003

AMFAC HOTELS & RESORTS, INC.

LIST OF GOVERNMENT-OWNED BUILDINGS & IMPROVEMENTS ASSIGNED

No. A1 - Lodging; lobby; curio shop
No. A2 - Restaurant; kitchen; bar & lounge
No. A3 - Grocery store
No. A4 - Service station
No. A5 & A6 - Swim change room & cabana
No. B1, B2, B3, B6, B7, B8 - Lodging units
No. C1 - Manager's house
No. C2 through C14 - Concession employees' quarters
No. C15 - Employees' recreation
No. D1 - Maintenance shop
No. D2 - Powerhouse
No. D3 - Grease shed
No. D4 - Plumbing shed
No. D5 - 49er storage shed
No. D6 through D9 - Storage bldgs.
No. D10 - Hot water heater shed
No. E1 - Trailer sites (14) with hookups
No. E2 - Swimming pool
No. G1 - Water system
No. G3 - Propane system
No. G8 - Electrical system
Sewer system (within assigned land area)

Concession
Contract No.: CC-8073-/-0003

NONDISCRIMINATION

SECTION I

Requirements Relating to Employment
and
Service to the Public

A. EMPLOYMENT: During the performance of this contract, the Concessioner agrees as follows:

(1) The Concessioner will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Concessioner will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Concessioner agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Secretary setting forth the provisions of this nondiscrimination clause.

(2) The Concessioner will, in all solicitations or advertisements for employees placed by or on behalf of the Concessioner, state that all qualified applicants will receive consideration for employment without regard to race, origin, religion, sex, or national origin.

(3) The Concessioner will send to each labor union or representative of workers with which the Concessioner has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Secretary, advising the labor union or workers' representative of the Concessioner's commitments under Section 202 of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Concessioner will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Concessioner will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to the Concessioner's books, records, and accounts by the Secretary of the Interior and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Concessioner's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Concessioner may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Concessioner will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, so that such provisions will be binding upon each subcontractor or vendor. The Concessioner will take such action with respect to any subcontract or purchase order as the Secretary may direct as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event the Concessioner becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Secretary, the vendor as a result of such direction by the Secretary, the Concessioner may request the United States to enter into such litigation to protect the interests of the United States.

B. CONSTRUCTION, REPAIR, AND SIMILAR CONTRACTS: The preceding provisions A(1) through (7) governing performance of work under this contract, as set out in Section 202 of Executive Order No. 11246, dated September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, shall be applicable to this contract, and shall be included in all contracts executed by the Concessioner for the performance of construction, repair, and similar work contemplated by this contract, and for that purpose the term "contract" shall be deemed to refer to this instrument and to contracts awarded by the Concessioner and the term "Concessioner" shall be deemed to refer to the Concessioner and to contractors awarded contracts by the Concessioner.

C. FACILITIES: (1) Definitions: As used herein: (i) Concessioner shall mean the Concessioner and its employees, agents, lessees, sublessees, and contractors, and the successors in interest of the Concessioner; (ii) facility shall mean any and all services, facilities, privileges, and accommodations, or activities available to the general public and permitted by this agreement.

(2) The Concessioner is prohibited from: (i) publicizing facilities operated hereunder in any manner that would directly or inferentially reflect upon or question the acceptability of any person because of race, color, religion, sex, or national origin; (ii) discriminating by segregation or other means against any person because of race, color, religion, sex, or national origin in furnishing or refusing to furnish such person the use of any such facility.

(3) The Concessioner shall post a notice in accordance with Federal regulations to inform the public of the provisions of this subsection, at such locations as will ensure that the notice and its contents will be conspicuous to any person seeking accommodations, facilities, services, or privileges. Such notice will be furnished the Concessioner by the Secretary.

(4) The Concessioner shall require provisions identical to those stated in subsection C herein to be incorporated in all of the Concessioner's contracts or other forms of agreement for use of land made in pursuance of this agreement.

SECTION II: EMPLOYMENT OF THE HANDICAPPED

Within 120 days of the commencement of a contract every Government contractor or subcontractor holding a contract that generates gross receipts which exceed \$50,000 or more and having 50 or more employees shall prepare and maintain an affirmative action program at each establishment which shall set forth the contractor's policies, practices and procedures in accordance with the affirmative action program requirement.

PART A

The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

PART B

The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

PART C

In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

PART D

The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

PART E

The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

PART F

The contractor will include the provisions of this clause in every subcontract that generates gross receipts which exceed \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

Exhibit "C"

Concession

Contract No. CC-8073-1-0003

LIST OF ASSETS IN WHICH THE CONCESSIONER CLAIMS A POSSESSORY INTEREST

NONE